Recording requested by and
When recorded mail to:

March Joint Powers Authority
Attn: Chief Executive Officer
17405 Heacock Street
Moreno Valley, CA 92551
(951) 656-7000

2026-0014228
01/15/2026 11:01 AM Fee: $ 0.00
Page 1 of 64
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County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

411

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(Space Above for Recorder's Use)

SIXTH AMENDMENT TO MARCH LIFECARE CAMPUS DISPOSITION AND DEVELOPMENT AGREEMENT 'DDA'

SIXTH AMENDMENT TO
MARCH LIFECARE CAMPUS
DISPOSITION AND DEVELOPMENT AGREEMENT

This **SIXTH AMENDMENT TO MARCH LIFECARE CAMPUS DISPOSITION AND DEVELOPMENT AGREEMENT** ("**Sixth Amendment**") is entered into by and between MARCH JOINT POWERS AUTHORITY, a California joint powers authority ("**Authority**"), as successor-in-interest to the March Joint Powers Redevelopment Agency; and MARCH1 LLC, a California limited liability company ("**Developer**"), as successor-in-interest to March Healthcare Development, LLC, a California limited liability company. Authority and Developer are sometimes referred to, individually, in this Sixth Amendment as a "**Party**" and, collectively, as the "**Parties.**"

This Sixth Amendment is entered into by the Parties based upon the facts and circumstances set forth in the following Recitals.

RECITALS

A. The March Joint Powers Redevelopment Agency, a California public agency ("**Agency**"), and March Healthcare Development, LLC, a California limited liability company ("**MHD**"), entered into that certain March LifeCare Campus Disposition and Development Agreement dated April 7, 2010 (the "**Original Agreement**"), as amended by that certain "First Amendment to March LifeCare Campus Disposition and Development Agreement," effective as of March 7, 2012 ("**First Amendment**"), as amended by that certain "Second Amendment to March LifeCare Campus Disposition and Development Agreement," effective as of September 29, 2018 ("**Second Amendment**"), as amended by that certain Third Amendment to March LifeCare Campus Disposition and Development Agreement," effective as of January 26, 2022 ("**Third Amendment**"), as amended by that "Fourth Amendment to March LifeCare Campus Disposition and Development Agreement" effective as of May 2, 2023 ("**Fourth Amendment**"), and as amended by that "Fifth Amendment to March LifeCare Campus Disposition and Development Agreement" effective as of March 6, 2024 ("**Fifth Amendment**"). As used herein, the term "DDA" means the Original Agreement, as amended.

B. Authority is the successor-in-interest to Agency, pursuant to that certain "Assignment and Assumption of March Lifecare Campus Disposition and Development Agreement," dated March 2, 2011, a memorandum of which is recorded in the Official Records of the County of Riverside as Document No. 2011-0107853.

C. On January 22, 2016, MHD assigned its rights in and to the DDA to Developer, an affiliate of MHD.

D. The DDA, among other things, obligates Developer to complete certain infrastructure improvements, more specifically described in the DDA ("**Developer Obligations**"), and grants to Developer the right to acquire the Acquisition Parcels and concurrently convey same to third-party developers/end users for the development of Health Care Facilities in accordance with the Entitlements and Scope of Development and on terms substantially in conformance with the form Acquisition and Development Agreement attached to the DDA as Exhibit J.

E. Except for the Medical Office Parcels (described below), Authority is the fee owner of the Acquisition Parcels, depicted on **Exhibit A** attached hereto and made a part thereof (the "**Land**").

F. Developer has entered into separate Acquisition and Development Agreements (each, an "**ADA**") for sale of certain Acquisition Parcels, as follows: (1) an Acquisition and Development Agreement by and between Developer and Riverside Clinic Investors IV, LLC, a California limited liability company ("**RCI ADA**"), dated as of March 7, 2025, for sale of approximately four hundred forty one thousand one twenty one (441,121) square feet more specifically described on **Exhibit B** attached hereto and made a part thereof, for the development of a medical office building and related facilities (the "**Medical Office Parcels**"); and (2) an Acquisition and Development Agreement by and between Developer and MarchLife USA LLC, a Delaware limited liability company ("**MarchLifeUSA ADA**"), dated as of June 26, 2025, for sale of approximately one million eighty two thousand four hundred sixty six (1,082,466) square feet more specifically described on **Exhibit C** attached hereto and made a part thereof, for development of a 100-bed acute care hospital and related facilities (the "**Hospital Parcels**").

G. Under the current terms of the DDA, a transfer by developer of any Acquisition Parcel pursuant to an ADA is subject to Authority's review and approval, and is conditioned upon Developer's fulfillment of the Conditions Precedent (as defined in the DDA).

H. The Authority approved the RCI ADA at its regular meeting held on February 5, 2025, and thereafter, conveyance of the Medical Office Parcels from Authority to Developer, and immediately subsequently thereto, from Developer to Riverside Clinic Investors IV, LLC, was completed by grant deeds recorded on April 25, 2025 in the official County Records of the County of Riverside as DOC No. 2025-0124672 (**"March1 Medical Office Parcels Grant Deed"**) and No. 2025-0125063, respectively. The sale price of the Medical Office Parcels to Developer was One Million Five Hundred Thirty Four Thousand Eight Hundred and Sixty-Six Dollars ($1,534,866).

I. Developer now also proposes to purchase the remaining Land (minus the Hospital Parcels which will be separately acquired as provided below) in bulk, comprised of parcels 1-6 and 11-36 and Lots N, O, P, Q, R, S, T and U excepting from Lot P that area deeded by the Authority to Western Municipal Water District, all as more specifically described on **Exhibit D** attached hereto and made a part thereof ("**Bulk Sale Parcels**").

J. The Parties have reached agreement in principle as to the terms of the purchase by Developer of the Bulk Sale Parcels and now desire to amend the DDA to (i) accommodate the purchase by Developer of the Bulk Sale Parcels while recognizing the commitments the Developer has already made to third parties by Developer entering into the MarchLifeUSA ADA; and (ii) provide for the Developer's obligations in connection with the Sunnymead - Cactus Avenue Channel stormwater management facilities construction.

K. The purchase of the Bulk Sale Parcels would facilitate the continued development of the Project in a way that would increase funds to the taxing entities, does not alter the terms of the Agency Note and is not an action requiring approval of the Oversight Board of the Agency under Section 34180 of the California Health & Safety Code.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated**. The above Recitals are incorporated herein and made a part of this Sixth Amendment by this reference.

2. Effect Upon DDA; Definitions. Until such time as the DDA is terminated in accordance with this Sixth Amendment, and subject to the tolling provisions contained in Section 8 below, the Parties ratify and reaffirm each and every one of their rights and obligations as set forth in the DDA. All initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the DDA. From and after this Sixth Amendment's Effective Date, wherever the term "Agreement" appears in the DDA and its Exhibits, it will be read and understood to mean the DDA as modified by this Sixth Amendment.

3. **Effective Date**. This Sixth Amendment shall become effective on the last date on which both Parties have executed this Sixth Amendment ("**Effective Date**").

4. **Terms of Purchase and Sale**. Authority will sell and convey the Bulk Sale Parcels and Hospital Parcels to Developer and Developer will purchase the Bulk Sale Parcels and Hospital Parcels from Authority as follows:

(a) The Transactions. The Hospital Parcels and the Bulk Sale Parcels shall be conveyed to the Developer by the Authority in two separate, but coordinated transactions. The first transaction shall be the conveyance of the Hospital Parcels (the **"Hospital Parcels Transaction"**). The second transaction shall be the conveyance of Bulk Sale Parcels (the **"Bulk Sale Parcels Transaction"**). The conveyance of the Hospital Parcels shall be consistent with the Process of Conveyance (Article 5) in the DDA (except as expressly modified in this Section 4), and the conveyance of the Bulk Sale Parcels shall be consistent with the process set forth in this Section 4.

(b) Purchase Prices. The total purchase price for the Hospital Parcels shall be Three Million Five Hundred Thousand Dollars ($3,500,000) (the **"Hospital Parcels Purchase Price"**), and for the Bulk Sale Parcels the purchase price shall be Sixteen Million Nine Hundred Sixty-Five Thousand One Hundred Thirty-Four Dollars ($16,965,134) (the "**Bulk Sale Parcels Purchase Price**"), which purchase prices shall be paid as follows:

(i) *Deposits*. Within thirty (30) days following the opening of the Bulk Sale Escrow, Developer shall cause to be deposited with the Escrow Agent (defined below) for the Bulk Sale Escrow the amount of One Million Dollars ($1,000,000) and on the next business day following the Closing of the Hospital Parcels Transaction an additional deposit in immediately available funds of Five Million Dollars ($5,000,000) (collectively the **"Bulk Sale Parcels Transaction Deposits"**). The One Million Dollar ($1,000,000) deposit shall be composed of a Five Hundred Thousand Dollar ($500,000) made by Developer via certified check or wire transfer and a written authorization from the Developer to the Authority allowing the transfer into the Bulk Sale Escrow of the Five Hundred Thousand ($500,000) of In Lieu Funds held in the Escrow Account (as those terms are defined in the Fifth Amendment).

(ii) *Balance of Purchase Prices*. At such time as will allow Escrow Agent to disburse funds by wire transfer and consummate the Hospital Transaction and the Bulk Sale Parcels Transaction on the date of their respective Closings, Developer shall deposit, in immediately available funds (e.g., by cashier's check or wire transfer): (a) the full Hospital Parcels Purchase Price into the Hospital Parcels Escrow and (b) the balance of the Bulk Sale Parcels Purchase Price (i.e., the Bulk Sale Parcels Purchase Price minus deposits made into escrow) into the Bulk Sale Escrow; all in addition to any and all such amount as may be reasonably estimated by Escrow Agent to cover any net obligations of Developer and the Authority arising out of the prorations and apportionment of closing costs pursuant to Sections 4(c)(ii) and 4(f) of this Sixth Amendment.

(iii) *Non-Refundable*. Except for reason of Authority's uncured default (following written notice from Developer and reasonable opportunity to cure), or upon failure of any of the conditions precedent to closing set forth in Section 4(g), below (unless waived by Developer), upon Developer's acceptance of the title conditions, as provided in Section 4(c)(iv), the Bulk Sale Parcels Deposit becomes nonrefundable to the Developer, and shall be released by Escrow Agent to Authority on the next business day, but at all times (except in the event of Developer's breach) applicable to the Bulk Sale Parcels Purchase Price at the Bulk Sale Closing.

(c) Process of Conveyance.

(i) Escrow. The Parties shall, within three (3) business days after execution of this Sixth Amendment, open escrow accounts with escrow holder(s) (the **"Escrow Agent"**) mutually satisfactory to both Parties by depositing with the Escrow Agent a fully executed copy of this Sixth Amendment and the DDA, and (1) instructions to the Escrow Agent to open two separate escrow accounts: (a) a double escrow for the Hospital Parcels Transaction ("**Hospital Escrow**") and (b) an escrow for the Bulk Sale Parcels Transaction (**"Bulk Sale Escrow**"), and (2) execute, for each escrow, an Escrow Agent Acknowledgment in the form attached hereto as **Exhibit E**.

(ii) Costs of Escrow. The following allocation of Closing costs shall apply at the Hospital Parcels Closing and the Bulk Sale Closing, respectively: (a) the Authority and the Developer shall pay their respective portions of the premium for each Title Policy as set forth in Section 4(c)(vii) hereof; (b) the Developer shall pay for the documentary transfer taxes, if any, due with respect to the conveyance of each of the Hospital Parcels and the Bulk Sale Parcels; and (c) the Developer and the Authority shall each pay one-half of all other usual and customary fees, charges, and costs which arise from the Escrow.

(iii) Escrow Instructions. This Sixth Amendment shall constitute the Escrow instructions. To the extent an inconsistency exists between any supplemental Escrow instructions required by Escrow Agent and this Sixth Amendment, this

Sixth Amendment shall control, notwithstanding the fact that either Party may have intentionally or inadvertently executed such inconsistent instructions.

(iv) *Review of Title*. Within five (5) days from the opening of the Hospital Parcels Escrow and Bulk Sale Escrow, the Authority shall cause the Commonwealth Land Title Company (the **"Title Company"**), to deliver to the Developer a standard preliminary title report (the **"Report"**) with respect to title to the Hospital Parcels and Bulk Sale Parcels together with legible copies of the documents underlying the exceptions (the **"Exceptions"**) set forth in the Report. The Developer shall have sixty (60) days from the date the Report is delivered to Developer (the "**Title Review Date**") to approve or disapprove (the **"Title Review"**) the Exceptions in its sole discretion; provided, however, that the Developer hereby disapproves any monetary encumbrances (except those to be removed by the Authority on or before the applicable Closing) and approves the following Exceptions: (a) the Redevelopment Plan, (b) the lien of any non-delinquent property taxes and assessments (to be prorated at Closing), (c) the special tax lien for the March Joint Powers Authority Community Facilities District No. 2013-01 recorded on May 7, 2013 as Doc. No. 2013-0215169, (d) the Declaration of Covenants, Conditions and Restrictions for the March LifeCare Campus recorded on March 21, 2013 as Doc. No. 2013-0137572, and (e) any matters or liens created by or arising from the act of Developer, its employees, agents, contractors or subcontractors.

If Developer fails to notify the Authority in writing of Developer's disapproval of any objectionable title matters appearing in the Report (the "**Title Objection Notice**"). on or before the Title Review Date, such failure shall be conclusively deemed Developer's approval of any and all title matters (including, without limitation, the condition of title shown on the Report). In the event Developer provides the Authority with a Title Objection Notice, on or before the Title Review Date, the Authority shall notify Developer within ten (10) days from Authority's receipt of Developer's Title Objection Notice as to whether or not the Authority elects to cure Developer's title objection(s) (the Authority having no obligation to do so). The Authority's failure to notify Developer within said 10-day period shall be deemed the Authority's election not to cure such objection(s). If the Authority elects (or is deemed to have elected) not to cure, then Developer, as its sole and exclusive remedy, shall elect to either (a) terminate its purchase of the Bulk Sale Parcels and, in such event, fifty percent (50%) of the balance of the Bulk Sale Parcel Transaction Deposits in excess of $1,000,000, if any, shall be returned to Developer or (b) accept the title condition(s) at issue and proceed towards Closing subject to those title condition(s) without any reduction of the Bulk Sale Parcels Purchase Price and without liability of the Authority. Developer shall notify the Authority in writing of Developer's election within ten (10) days after being notified of the Authority's election not to cure. If Developer fails to timely notify the Authority of such election, Developer shall be deemed to have elected option (a).

(v) *Deeds*. At the respective Closing, the Hospital Parcels and the Bulk Sale Parcels shall be conveyed to Developer by grant deed from Authority ("**Grant Deed**" or "**Deed**"), and shall be free and clear of all liens except for: (a) all non-delinquent real property taxes and all unpaid general and special taxes, bonds and assessments not yet due and payable; (b) the title exceptions approved by Developer; (c) matters affecting title created by Developer or with Developer's consent.

(vi) *Easements and Rights of Way.* The Authority shall, as a part of the transfer of title to the Developer in both the Hospital Parcels Transaction and the Bulk Sale Parcels Transaction, transfer to Developer all rights of way, easements, encumbrances and other matters of record identified by Developer that are held by the Authority and are on or across the Hospital Parcels and Bulk Sale Parcels.

(vii) *Title.* Concurrently with recordation of the Grant Deed conveying title to Hospital Parcels and the Bulk Sale Parcels, as applicable, there shall be issued by Title Company to the Developer, a CLTA or, at the Developer's request and cost, an ALTA extended coverage owner's policy of title insurance (the **"Title Policy"**), in an amount equal to the Purchase Price of the Hospital Parcels and Bulk Sale Parcels, as the case may be, together with such endorsements as are requested by the Developer, insuring that as of the date and time of recordation of such Grant Deed, title to or all right of possession for each Parcel is vested in the Developer in the condition required by Section 4(c)(v) hereof and this Section 4(c)(vii). The Authority shall remove on or before each Closing any deeds of trust or other monetary liens against the applicable parcel and any other items which the Authority has agreed in writing to remove pursuant to Section 4(c)(iv) of this Sixth Amendment. For the Hospital Parcels Transaction, the Authority shall pay that portion of the premium for the applicable Title Policy equal to the cost of a CLTA title policy in the amount of the Purchase Price, and any endorsements necessary to acquire such CLTA title policy. Any additional costs, including the cost of endorsements requested by the Developer which are not necessary to obtain the CLTA title policy, or Additional premiums to obtain an ALTA policy, shall be borne by the Developer. For the Bulk Sale Parcels Transaction, the Developer shall bear the full cost of the Title Policy.

(viii) *Authority of Escrow Agent*. The Escrow Agent is authorized to, and shall, when directed by the Parties with respect to each Closing: (a) pay and charge the Authority and the Developer for their respective shares of the premium of the Title Policy and any endorsements thereto as set forth in Section 4(f), (b) pay and charge the Authority and the Developer for their respective shares of any escrow fees, charges, and costs payable under Section 4(c)(ii) of this Sixth Amendment, (c) disburse funds, deliver and record the Grant Deed; with instructions for the Recorder of Riverside County, California to deliver the Grant Deed to the Developer, and conformed copies of each document, to the Party not receiving the original thereof, (d) do such other actions as necessary to fulfill its obligations under this Sixth Amendment, and (e) direct each Party to execute and deliver any instrument, affidavit, and statement and to perform any act reasonably necessary

to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. The Developer and the Authority shall each, if required, execute a Certificate of Non-Foreign Status by transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act and comparable forms respecting the State of California as may be required by Escrow Agent, on forms to be supplied by Escrow Agent. (1) Prepare and file with all appropriate governmental or taxing authorities and the appropriate Party hereunder, a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

(d) Condition of the Land. The Land shall be conveyed from the Authority to the Developer in an "As Is" condition, without relying upon any representations or warranties, whether express, implied, by statute or otherwise. Without limiting the above, the Developer acknowledges that neither the Authority nor any other party has made any representations or warranties, express or implied, on which the Developer is relying as to any matters, directly or indirectly, concerning the Land, including but not limited to, the land, the square footage of the Land, improvements and infrastructure; if any, development rights and exactions, expenses associated with the Land, taxes, assessments, bonds, permissible uses, title exceptions, water or water rights, topography, utilities, zoning of the Land or any buildings located thereon, soil, subsoil, the purposes for which the Land is to be used, drainage, environmental or building laws, rules or regulations, toxic waste or Hazardous Materials, required scope of Remediation, or any other matters affecting or relating to the Land or any buildings located thereon (the **"Physical and Environmental Condition of the Land"**).

Developer acknowledges that, prior to the Hospital Parcels Closing Date and the Bulk Sale Closing Date, as the case may be, it shall have had the opportunity to (i) fully inspect the Land, and (ii) determine whether the Land is suitable for the Developer's proposed use. The Developer shall have relied solely upon its own investigation concerning its intended use of the Land, the Land's fitness thereof, and the availability of such intended use under applicable statutes, ordinances, and regulations. The Developer further acknowledges and agrees that the Authority's cooperation with the Developer in connection with the Developer's due diligence review of the Land, whether by providing documents or permitting inspection of the Land, has not and shall not be construed as any warranty or representation, express or implied, of any kind with respect to the Land or, except for the Authority's own documents, with respect to the accuracy, completeness, or relevancy of any such document. Furthermore, without limiting the generality of the foregoing, the Developer hereby expressly waives, releases and relinquishes any and all claims, causes of action, rights and remedies the Developer may now or hereafter have against the Authority, and Authority's officials, officers, employees, and agents, whether known or unknown, with respect to any past, present or future presence or existence of Hazardous Substances on, under or about the Land or any improvements thereon or thereunder or with respect to the Environmental Laws and any and all claims, whether known or unknown, based on nuisance, trespass or any other common law or statutory provisions. Nothing in this paragraph shall operate as a release of any rights or remedies of the Developer against the Authority or Authority's officials, officers, employees and agents arising from the migration or release of Hazardous Substances from an adjacent property owned by the Authority.

IN THAT REGARD, DEVELOPER EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

DEVELOPER HAS SET FORTH ITS INITIALS BELOW TO INDICATE ITS AWARENESS AND ACCEPTANCE OF EACH AND EVERY PROVISION OF THIS SECTION 4(d). THE PROVISIONS OF THIS SECTION 4(d) SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS SIXTH AMENDMENT.

DEVELOPER'S INITIALS

Notwithstanding the foregoing, nothing in this Section 4(d) is intended to relieve the United States from liability, if any, to the Developer with respect to the Physical and Environmental Condition of the Land resulting from the prior ownership of and use by the United States of the Land. In this regard, the Authority will cooperate with the Developer in enforcing such rights, if any, against the United States including, without limitation, joining with the Developer in any legal action taken against the United States; provided that the Authority does not incur any costs or liabilities in connection therewith; nor is this Section 4(d) intended to relieve the Authority of liabilities arising from the migration or release of Hazardous Materials from property adjacent to the Land owned by the Authority.

(e) Closing Dates. Subject to satisfaction or waiver of all applicable conditions precedent, the Closings (as defined herein) with respect to the conveyance of the Hospital Parcels and the Bulk Sale Parcels, Authority and Developer shall reasonably cooperate with each other, to cause the close of escrow of the:

(i) The Hospital Parcels to occur no later than One Hundred Eighty (180) calendar days following the Effective Date of this Sixth Amendment (the **"Hospital Parcels Closing Date"**); and

(ii) The Bulk Sale Parcels to occur no later than July 1, 2026 (**the "Bulk Sale Closing Date"**)

Each Party shall take action such as, but not limited to, executing any documents reasonably requested by Escrow Agent and delivering funds and other closing deliverables as reasonably requested by Escrow Agent. The "**Closing**" or the "**Close of Escrow**" shall mean the recordation of the Grant Deed in the Official Records of Riverside County with respect to the Parcels.

(f) Closing Costs. Notwithstanding anything to the contrary contained herein, or in the Escrow instructions, the Closing costs for the:

(i) Hospital Parcels shall be paid as follows:

(1) By Authority:

(A) Title insurance premium for a standard form CLTA policy;

(B) Expenses of placing title in proper condition to the extent required hereunder;

(C) Preparation and recording of Grant Deed, which Grant Deed shall be in substantially the form of **Exhibit F**, attached hereto and incorporated by reference; and

(D) One half (1/2) the Escrow fee, if any; and

(2) By Developer:

(A) Cost of any surveys;

(B) Title insurance premium for difference in standard form CLTA policy and an ALTA extended coverage policy and any endorsements requested by Developer;

(C) Preparation of Mortgage, Deed of Trust or other applicable financing instruments;

(D) Recording fees for financing instruments; and

(E) One half (1/2) the Escrow fee, if any.

(ii) Bulk Sale Parcels shall be paid as follows:

(1) By Authority

(A) Expenses of placing title in proper condition to the extent required hereunder;

(B) Preparation of Grant Deed, which Grant Deed shall be in substantially the form of **Exhibit G**, attached hereto and incorporated by reference; and

(C) One half (1/2) the Escrow fee, if any; and

(2) By Developer

(A) Cost of the Survey;

(B) All title insurance premium and any endorsements requested by Developer;

(C) Preparation of Mortgage, Deed of Trust or other applicable financing instruments;

(D) Recording fees for financing instruments;

(E) Recording fees for Grant Deed;

(F) All documentary and transfer fees, assessments and taxes; and

(G) One half (1/2) the Escrow fee, if any.

(g) Conditions to Closing. Section 5.09 of the DDA, as amended, shall apply to the Closing of the Hospital Parcels Transaction. The Closing of the Bulk Sale Parcels Transaction is conditioned upon the following:

(i) *Breach/Default*. Neither Party shall be in Breach or Default of any of its obligations under the terms of this Sixth Amendment with respect to the Hospital Parcels Transaction and the Bulk Sale Parcels Transaction.

(ii) *Warranties/Representations*. Each Party has confirmed in writing to the other that all representations and warranties made by such Party in this Sixth Amendment are true and correct in all material respects as of the Closing Date.

(iii) *Execution*. Both Parties shall have executed and, as necessary for recordation, shall have acknowledged, any documents required hereunder.

(iv) *Escrow Deposit*. Developer shall have deposited into Escrow all of the required costs of the Closing and the Bulk Sale Parcels Purchase Price.

(v) *Litigation*. No litigation is pending or threatened challenging the validity of this Sixth Amendment or implementation thereof.

(vi) *Demolition*. The Authority shall have removed those certain buildings commonly referred to as Building No. 962 and Building No. 976.

(h) Authority Representations. The Authority represents and warrants to the Developer, with respect to the Hospital Parcels Transaction, the representation and warranties contained in Section 5.10.1 of the DDA. With respect to the Bulk Sale Parcels Transaction, the Authority represents and warrants to the Developer the following:

(i) *Authority*. The Authority is a public body, corporate and politic, existing pursuant to the California Community Redevelopment Law (California Health and Safety Code Section 33000), which has been authorized to transact business pursuant to action of the Authority and the execution, performance and delivery of this Sixth Amendment by the Authority has been fully authorized by all requisite actions on the part of the Authority.

(ii) *No Conflict*. The Authority's execution, delivery and performance of its obligations under this Sixth Amendment will not constitute a default or a breach under any contract, agreement or order to which the Authority is a party or by which it is bound.

(iii) *Litigation*. The Authority has no Actual Knowledge of, nor has the Authority received any notice of or knows of any basis for, any actual or pending litigation or proceedings by any organization, person, individual or governmental agency against the Authority with respect to the Land.

(iv) *Notices of Violation.* The Authority has no Actual Knowledge of, nor has the Authority received any notice of or knows of any basis for, any violations of laws, statutes, regulations, ordinances, other legal requirements with respect to the Land, or any part thereof, or with respect to the use, occupancy or construction thereof, or any investigations by any governmental or quasi-governmental authority into potential violations thereof. In the event the Authority receives notice of any such violations or investigations affecting the Land prior to the Closing, the Authority shall promptly notify the Developer thereof. The Authority has disclosed to the Developer all documentation in the Authority's possession regarding the Physical and Environmental Condition of the Land, consisting of: Findings of Suitability to Transfer, Asbestos Surveys and Lead Based Paint Surveys, if any. The Authority shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, immediately give written notice of such fact or condition to the Developer. Such exception(s) to a representation shall not be deemed a Breach by the Authority hereunder, but shall constitute an exception which the Developer shall have a right to approve or disapprove if the Developer, in its sole discretion, determines such exception would materially adversely affect the value, development, financing, maintenance, and/or operation of the Improvements. If the Developer elects, acting in its sole discretion, to close the Escrow following disclosure of such information, the Authority's representations and warranties contained herein shall be deemed to have been made as of such Closing, subject to such exception(s). If, following the disclosure of such information, the Developer, acting in its sole discretion, elects to not close the Escrow, then the Developer shall give notice to the Authority of such election within ten (10) days after disclosure of such information, and the Bulk Sale Parcels Transaction and Escrow shall thereafter automatically terminate, and neither Party shall have any further rights, obligations or liabilities thereunder. The representations and warranties set forth in this Section, subject to any such exceptions, shall survive the Closing.

(i) Developer's Representations. The Developer represents and warrants to the Authority with respect to the Hospital Parcels Transaction the representation and warranties contained in Section 5.10.2 of the DDA. With respect to the Bulk Sale Parcels Transaction, the Developer represents and warrants to the Authority the following:

(i) *Authority.* The Developer is a duly organized limited liability company established within and in good standing under the laws of the State of California and is authorized to do business in the State of California. The copies of the documents evidencing the organization of each of the entities comprising the Developer which have been delivered to the Authority are true and complete copies of the originals, as amended to the Effective Date of this Sixth Amendment. The execution, performance and delivery of this Sixth Amendment by the Developer has been filly authorized by all requisite actions on the part of the Developer.

(ii) *FIRPTA.* The Developer is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute.

(iii) *No Conflict.* The Developer's execution, delivery and performance of its obligations under this Sixth Amendment will not constitute a default or a breach under any contract, agreement or order to which the Developer is a Party or by which it is bound.

(iv) *No Bankruptcy.* The Developer is not the subject of a bankruptcy proceeding and is not insolvent.

(v) *Litigation.* The Developer has no Actual Knowledge of, nor has the Developer received any notice of or knows of any basis for, any actual or pending litigation or proceeding by any organization, person, individual or governmental agency against the Developer with respect to the Land. The Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of Closing, immediately give written notice of such fact or condition to the Authority. Such exception(s) to a representation shall not be deemed a Breach by the Developer hereunder, but shall constitute an exception which the Authority shall have a right to approve or disapprove if the Authority, in its sole discretion, determines that such exception would have an effect on the value of the Land. If the Authority, acting in its sole discretion, elects to close the Escrow following disclosure of such information, the Developer's representations and warranties contained herein shall be deemed to have been made as of each Closing, subject to such exception(s). If, following the disclosure of such information, the Authority elects, acting in its sole discretion, to not close the Escrow, then the Authority shall give notice to the Developer of such election within ten (10) days after disclosure of such information and the Bulk Sale Parcels Transaction and Escrow shall thereafter automatically terminate and neither Party shall have any further rights, obligations or liabilities thereunder. The representations and warranties set forth in this Section, subject to such exception(s), shall survive the Closing.

(j) Extension of Closing Date. Developer shall not extend the Hospital Escrow Closing Date or the Bulk Sale Escrow Closing Date except by Authority's prior written consent, which consent shall not be unreasonably withheld. Any request by Developer to modify the Hospital Escrow Closing Date or the Bulk Sale Escrow Closing Date shall be (a) submitted to the Authority, in writing, (b) allow for no less than five (5) business days for Authority to respond, and (c) accompanied, in each case, by a non-refundable payment made directly (outside of escrow) to the Authority in the fixed amount of Twenty Thousand Dollars ($20,000) in immediately available funds to compensate the Authority for its administrative and legal costs associated with its review of the request, which amount does not reduce either the Hospital Parcels Purchase Price or the Bulk Sale Parcels Purchase Price.

(k) Liquidated Damages. AUTHORITY AND DEVELOPER AGREE THAT THE DAMAGES AUTHORITY WOULD SUFFER IF DEVELOPER DEFAULTS ON ITS OBLIGATION TO CLOSE THE BULK SALE ESCROW AS PROVIDED IN THIS SIXTH AMENDMENT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THE BULK SALE PARCELS TRANSACTION DEPOSITS ("**DEPOSIT(S)**") SPECIFIED IN SECTION 4(b)(i) ABOVE REPRESENT(S) THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES, CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS SIXTH AMENDMENT, INCLUDING THE RELATIONSHIP OF THE SUM TO THE RANGE OF HARM TO AUTHORITY THAT REASONABLY COULD BE ANTICIPATED, AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY, IMPRACTICAL OR INCONVENIENT. ACCORDINGLY, IN THE EVENT DEVELOPER DEFAULTS ON ITS OBLIGATION TO CLOSE THE BULK SALE ESCROW AS PROVIDED IN THIS SIXTH AMENDMENT, AUTHORITY, AS ITS SOLE REMEDY, SHALL RECEIVE AND RETAIN THE DEPOSIT(S) AS LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO AUTHORITY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. BY EXECUTING THIS SIXTH AMENDMENT, AUTHORITY AND DEVELOPER EACH CONFIRMS THE ACCURACY OF THE FOREGOING STATEMENTS, AND AFFIRMS ITS RESPECTIVE OBLIGATIONS UNDER THIS SECTION 4(k). IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF DEVELOPER DEFAULTS ON ITS OBLIGATION TO CLOSE THE BULK SALE ESCROW AS PROVIDED IN THIS SIXTH AMENDMENT, DEVELOPER WILL BE SOLELY RESPONSIBLE FOR ALL CANCELLATION CHARGES REQUIRED TO BE PAID TO ESCROW AGENT AND ANY ESCROW CHARGES.

5. **Sunnymead – Cactus Avenue Channel.** From and after the Effective Date of this Sixth Amendment, Developer shall, within thirty (30) days after receiving written notice from Authority (only to be given by the Authority after it has received a written demand from the Riverside County Flood Control and Water Conservation District (**"RCFCD"**) that the Authority's contribution, either in full or partial, to the Sunnymead-Cactus Avenue Channel improvement project is due and owing), pay RCFCD, on behalf of the Authority the full amount demanded; provided, however, in no event shall the total amount to be paid by the Developer to the RCFCD for the Sunnymead-Cactus Avenue Channel improvement project, whether on behalf of the Authority or otherwise, exceed the sum of Six Million Nine Hundred Thousand Dollars ($6,900,000). The Developer's obligations under this Section 5 supersedes and replaces Developer's obligations under paragraphs 5 and 6 of the Fifth Amendment and shall survive any termination of the DDA. Developer shall indemnify, defend and hold harmless, Authority and Authority's officers, directors, agents, employees and attorneys, from and against all claims, actions, losses, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred, suffered by, or claimed against Authority arising out of or in any way related to Developer's failure to fulfill its payment obligations set forth under this Section 5. This indemnity shall survive any termination of the DDA.

6. **Rights-of-Way and Easements**. To the fullest extent permitted by law, the Authority

shall:

(a) At Developer's written request, the Authority shall exercise commercially reasonable efforts to cooperate with Developer, at Developer's sole cost, to assist Developer in its effort to acquire, negotiate, process and document by the Bulk Sale Closing Date those easement and right-of-way rights (i) that are not on property owned by the Authority; (ii) are necessary for the use or construction of the Project and (iii) depicted on **Exhibit H** attached hereto and made a part thereof (collectively the "**Third Party Property Owned Easements and Rights-of-Way**"), and

(b) At Developer's written request, the Authority shall exercise commercially reasonable efforts to cooperate with Developer, at no cost to the Developer, to assist Developer in its effort to acquire, negotiate, process and document by the Bulk Sale Closing Date those easement and right-of-way rights (i) that are on property owned by the Authority; (ii) are necessary for the use or construction of the Project and (iii) depicted on **Exhibit I** attached hereto and made a part thereof (collectively the "**Authority Property Owned Easements and Rights-of-Way**").

The Authority obligation in 6(a) above does not require Authority to incur any out-of-pocket costs and expenses, including without limitation administrative, legal, engineering, consulting, environmental studies, and any third party charges related to the Easements and Rights-of-Way (the "**Easements or Rights of Way Expenses**"). Developer shall reimburse Authority for any Easement or Rights of Way Expenses which were incurred by the Authority and approved by the Developer before being incurred. The Developer shall reimburse the Authority within thirty (30) days of Authority's written demand thereof.

Notwithstanding the foregoing, Authority's obligation to cooperate hereunder does not constitute a guaranty or assurance that any of the Third Party Property Owned Easements and Rights-of-Way will in fact be acquired, and Authority shall not in any way incur any liability to Developer or any other person if such easements or rights-of-way are not acquired for any reason.

The Authority's cooperation to obtain the Third Party Property Owned Easements and Rights-of-Way and the Authority Property Owned Easements and Rights-of-Way shall include executing or delivering reasonable applications, consents, or other necessary documents; providing reasonable information or records in Authority's reasonable possession or control; and participating in meetings with third parties as reasonably requested by Developer. For the avoidance of doubt, neither obtaining any of the Third Party Property Owned Easements and Rights-of-Way nor any of the Authority Property Owned Easements and Rights-of-Way is not a condition to closing the Hospital Escrow or Bulk Sale Escrow.

7. **Community Facilities District.** The Authority will exercise commercially reasonable efforts to cooperate with Developer, at Developer's sole cost, as reasonably necessary in connection with Developer's efforts to cause the formation of a community facilities district ("**CFD**") pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et seq.), or any successor statute, covering all or a portion of the area depicted on **Exhibit J** attached hereto and made a part thereof ("**CFD Area**"). Such cooperation includes executing or delivering reasonable petitions, consents, ballots, waivers, disclosure statements, or other necessary documents; providing reasonable relevant information or records in Authority's reasonable possession or control; and attending meetings with governmental authorities or other parties as reasonably requested by Developer. This obligation does not require Authority to incur any out-of-pocket costs and expenses, including without limitation administrative, legal, engineering,

consulting, environmental studies, and any third party charges related to the CFD (collectively the **"CFD Expenses"**), or to take any action that would materially interfere with Authority's use or enjoyment of its property rights. Developer shall reimburse Authority for any CFD Expenses which were incurred by the Authority and approved by the Developer before being incurred. The Developer shall reimburse the Authority within thirty (30) days of Authority's written demand thereof. Notwithstanding the foregoing, Authority's obligation to cooperate hereunder does not constitute a guaranty or assurance that any CFD will in fact be formed, and Authority shall not in any way incur any liability to Developer or any other person if such CFD is not formed for any reason. For the avoidance of doubt, the rights and obligations of the Parties under this Section 7 are not a condition to closing the Hospital Escrow or Bulk Sale Escrow.

In the event a CFD is not formed, the Authority will exercise commercially reasonable efforts to cooperate with Developer to develop a process whereby the purchasers of any property from the Authority in the CFD Area will be required to pay a proportionate share of the costs of the Horizontal Improvements made by the Developer in the CFD Area.

8. **Termination of DDA.** Upon the occurrence of the Bulk Sale Escrow Closing: (a) the Authority shall not seek to enforce the rights provided to it by Section 15 of the March1 Medical Office Parcels Grant Deed and the Hospital Parcels Grant Deed, (b) the Authority shall, following its receipt of a written request from Developer, take such action, at no cost to Authority, as is reasonably necessary to remove the requirements and limitations directed to the Grantor in Section 13 of the March1 Medical Office Parcels Grant Deed and the Hospital Parcels Grant Deed, and (c) the DDA and the Parties' rights and obligations thereunder shall automatically terminate, except for (1) the Parties' indemnity obligations under the DDA that expressly survive the expiration or termination of the DDA, (2) any rights and obligations contained in this Sixth Amendment that expressly survive termination, and (3) the Parties' rights and obligations under the Agency Note. Nothing contained herein shall be interpreted to limit the Developer, at Developer's sole option and cost, from seeking, in light of the Developer's payment obligations under Section 5 of this Sixth Amendment, a credit from the County of Riverside ("**County**") for any storm drain fees assessed against the Developer ("**Assessment Credits**"). The foregoing notwithstanding, Developer shall not in any way condition its payment obligations under Section 5 of this Sixth Amendment on the County's agreement to grant Developer any Assessment Credits or on any other matters not specifically provided in Section 5.

9. **Agency Note.** The Parties hereby confirm that the entering into this Sixth Amendment does not modify the terms of the Agency Note.

10. **No Other Modification**. Except as expressly modified herein, all other terms of the DDA remain unchanged and in full force and effect. For the avoidance of doubt, unless and until the Bulk Sale Escrow Closing Date has occurred, the Parties' rights and obligations under the DDA (except as herein expressly amended) remain unchanged and in full force and effect. Failure of Developer to meet any of the deadlines set forth herein or to make payments due hereunder shall be deemed a default entitling Authority to all remedies available to it under the DDA and any applicable law, or to terminate the DDA at its sole option without incurring any liability whatsoever to Developer. Developer hereby waives the right to assert the existence of any reasonably foreseeable force majeure event that Developer is or should be presently aware of. Notwithstanding the foregoing, the force majeure provision contained in the DDA shall remain in effect as to new and unforeseeable qualifying force majeure events arising after the Effective Date of this Sixth Amendment

11. **Severability**. Each provision of this Sixth Amendment shall be considered severable, and

if for any reason any provision that is not essential to the effectuation of the basic purposes of the Sixth Amendment is determined by a court of competent jurisdiction to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Sixth Amendment that are valid.

12. **Time of the Essence**. Time is of the essence with respect to the Parties' performance of each and every obligation set forth herein.

13. **Memorandum of Agreement**. A Memorandum of this Sixth Amendment shall be recorded in the Official Records of the County of Riverside in a form reasonably acceptable to the Parties within 10 business days of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Sixth Amendment to be executed by their duly authorized representatives as of the date indicated below.

"AUTHORITY"

MARCH JOINT POWERS AUTHORITY,
a California joint powers authority

By: ______________________________
Dr. Grace Martin
Chief Executive Officer

Date: 01/14/2026

ATTEST:

By: Cindy Camargo

Name: Cindy Camargo
Secretary

"DEVELOPER" MARCH1 LLC,
a California limited liability company

By: ______________________________
Name: Stephen J. Tomassi
Its: Co-Manager

Date: 1/9/26

By: ______________________________
Name: Daniel Niemann
Its: Co-Manager

Date: 01.14.26

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF Orange)

On 9 January 2026, before me, Matthew C. McCullough, Notary Public, personally appeared Stephen J. Tomassi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Matthew C. McCullough (Seal)

MATTHEW C. MCCULLOUGH
Notary Public - California
Orange County
Commission # 2481819
My Comm. Expires Feb 13, 2028

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

On 14 - JAN - 2026, before me, RANDALL HAWK, Notary Public, personally appeared DANIEL NIEMANN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [signature] (Seal)

RANDALL HAWK
Notary Public - California
Orange County
Commission # 2526839
My Comm. Expires Aug 8, 2029

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On January 14, 2026, before me, Cindy Camargo, Notary Public, personally appeared **Grace I. Martin**, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

CINDY CAMARGO
Notary Public - California
San Bernardino County
Commission # 2528424
My Comm. Expires Jul 27, 2029

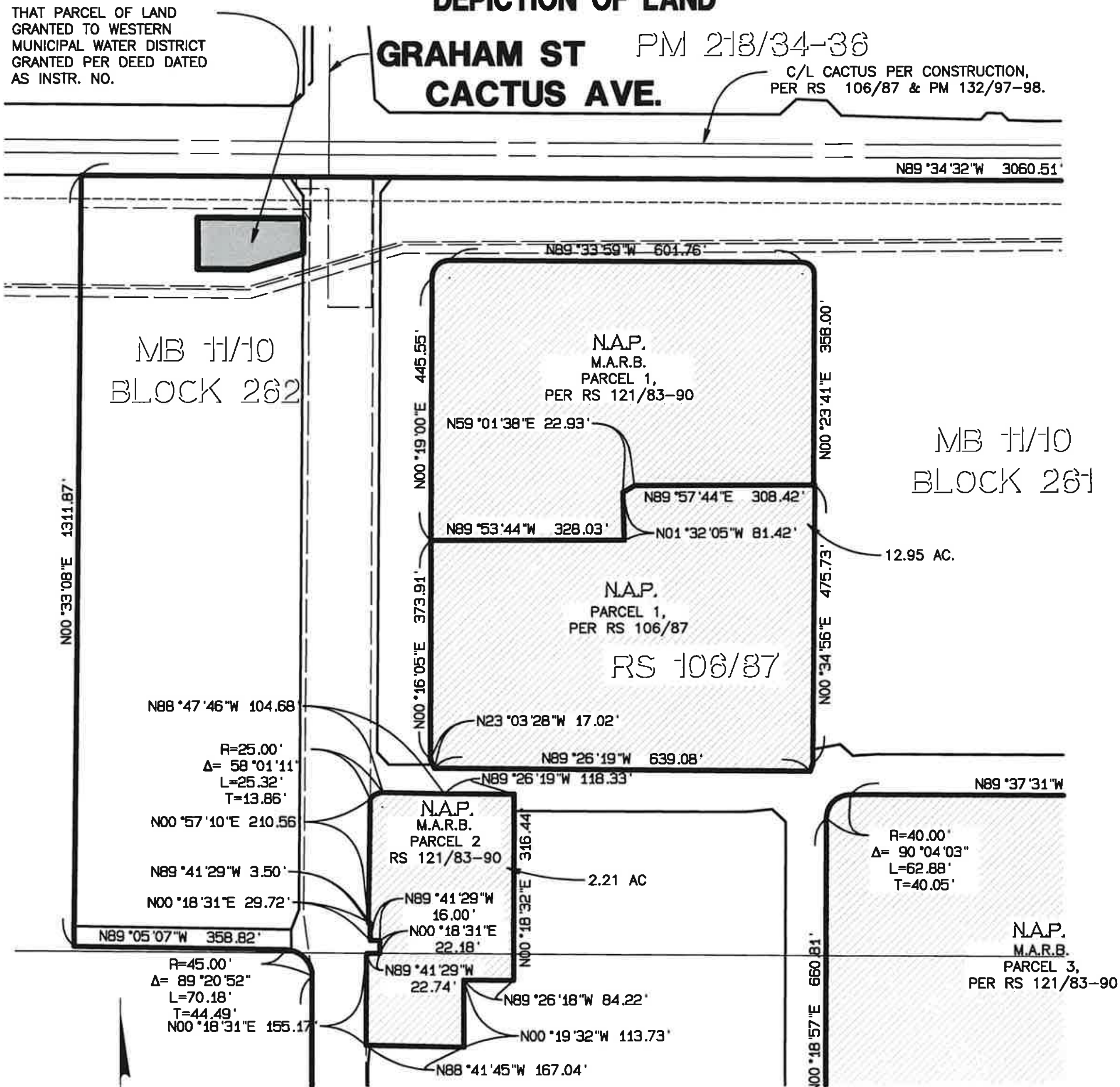
WITNESS my hand and official seal.

Cindy Camargo (Seal)

Cindy Camargo, Notary Public
Commission No. 2528424
Commission Expires Jul 27, 2029

Attached to: Sixth Amendment to March LifeCare Campus Disposition and Development Agreement 'DDA'

EXHIBIT A
DEPICTION OF LAND



DDA BOUNDARY - EXHIBIT
MARCH HEALTHCARE DEVELOPMENT

IT IS NOT INTENDED THAT THIS BOUNDARY EXHIBIT INCLUDE THE LANDFILL LOCATED ON LAND OWNED BY THE CITY OF MORENO VALLEY LOCATED AT THE SOUTHEAST CORNER OF THE BOUNDARY SHOWN ABOVE.

ALBERT A. WEBB ASSOCIATES
CIVIL ENGINEERS
3788 McCRAY ST.
RIVERSIDE CA. 92506
(951) 686-1070

NOT TO SCALE

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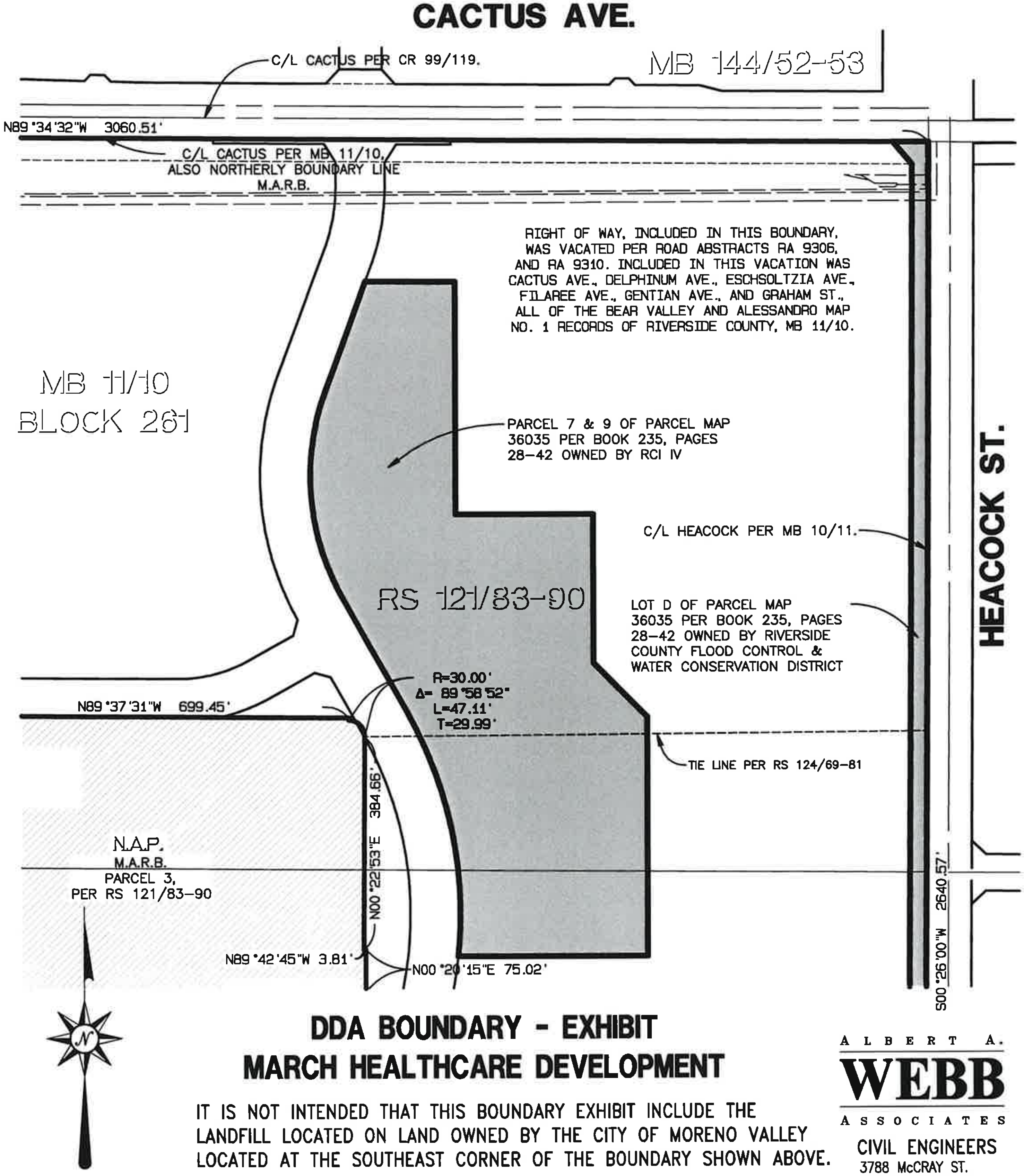

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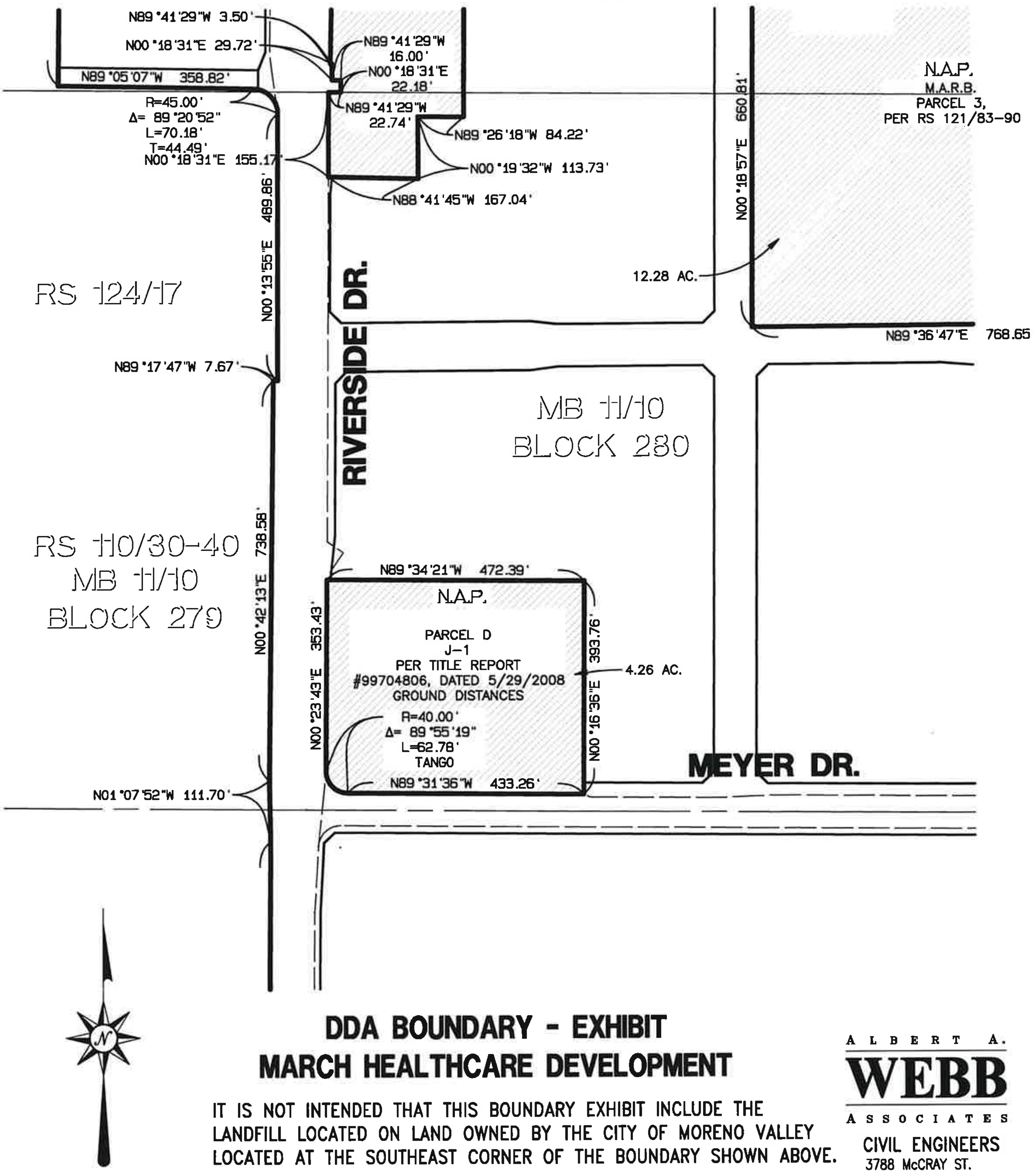

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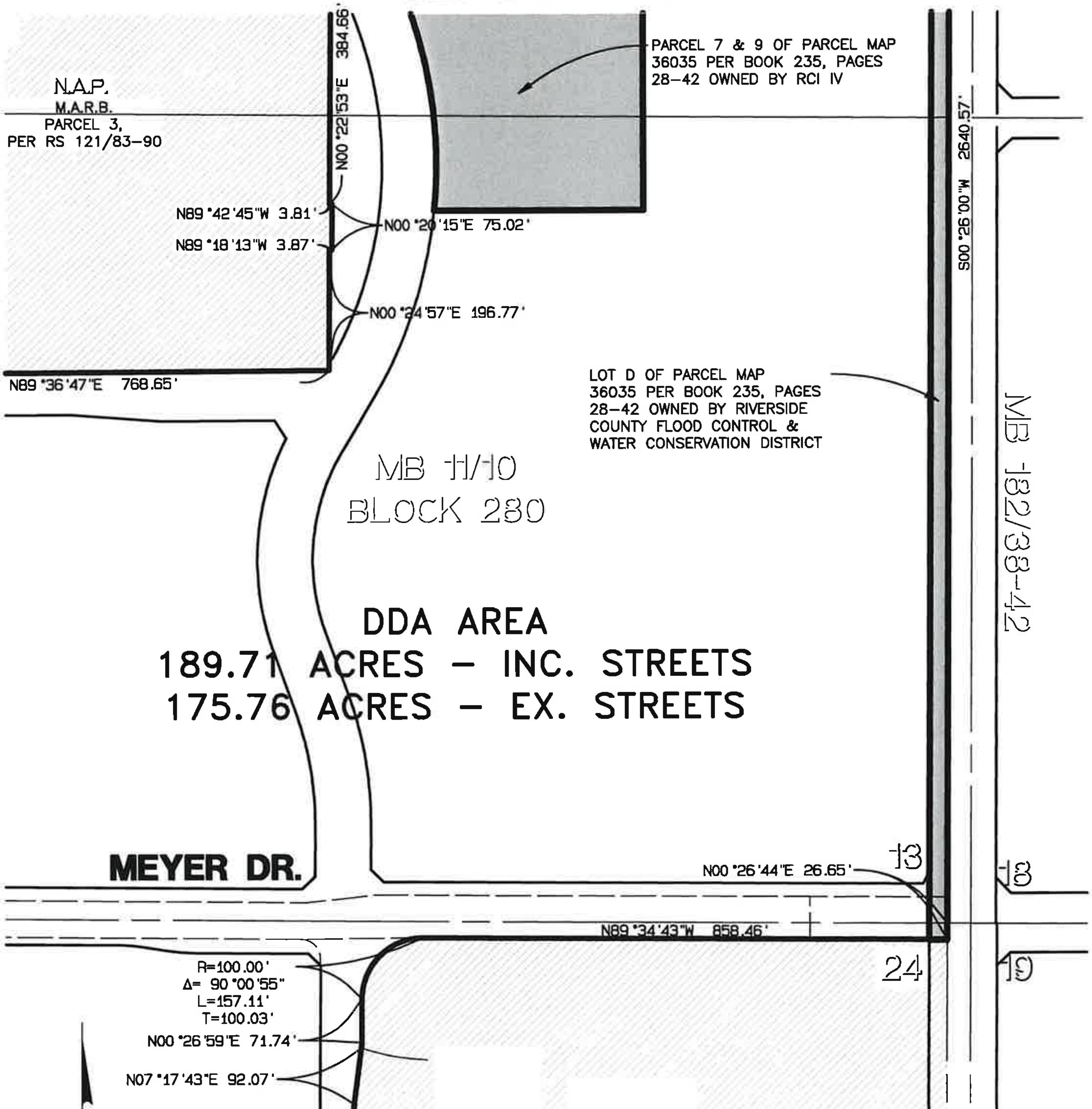

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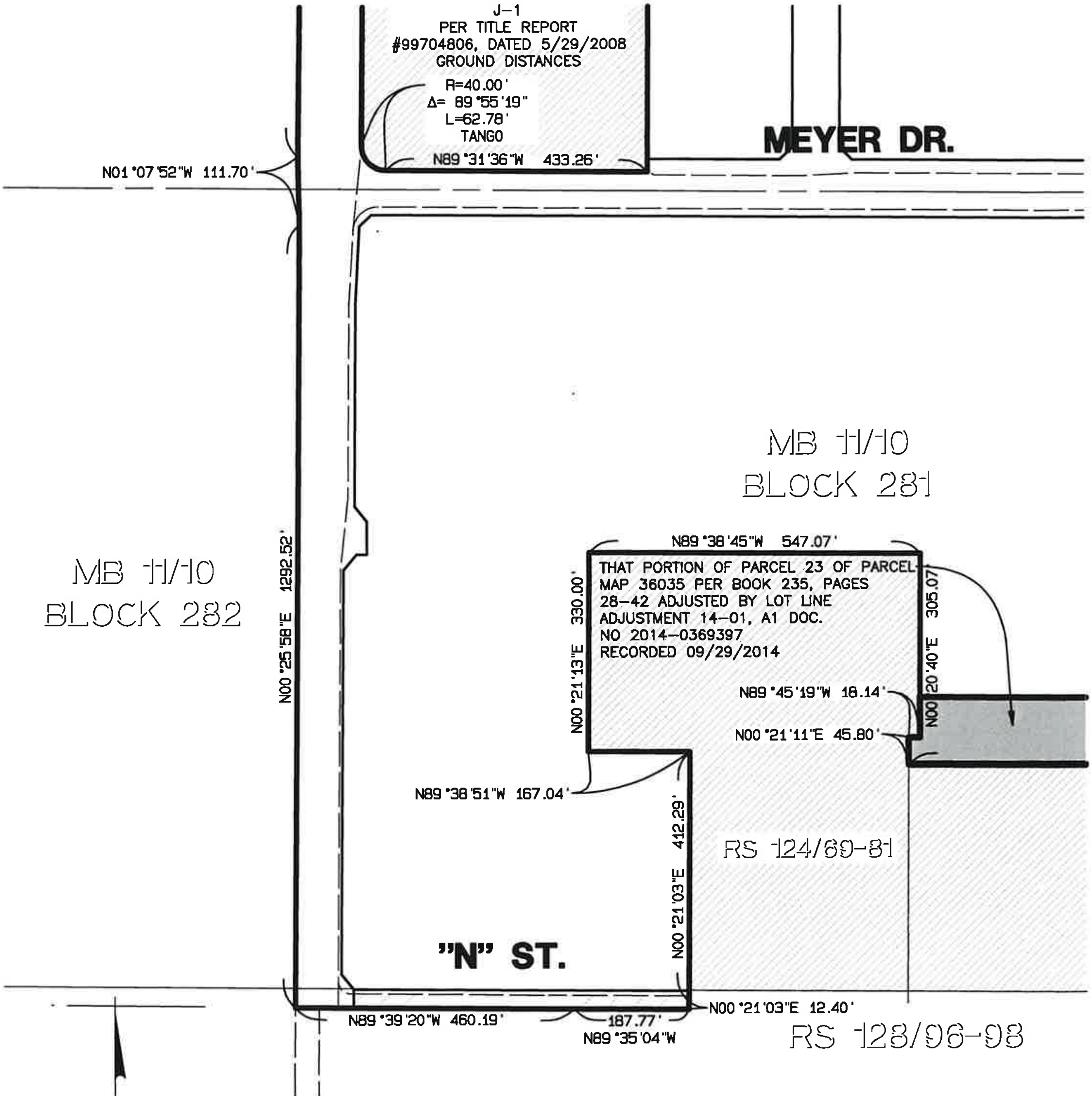

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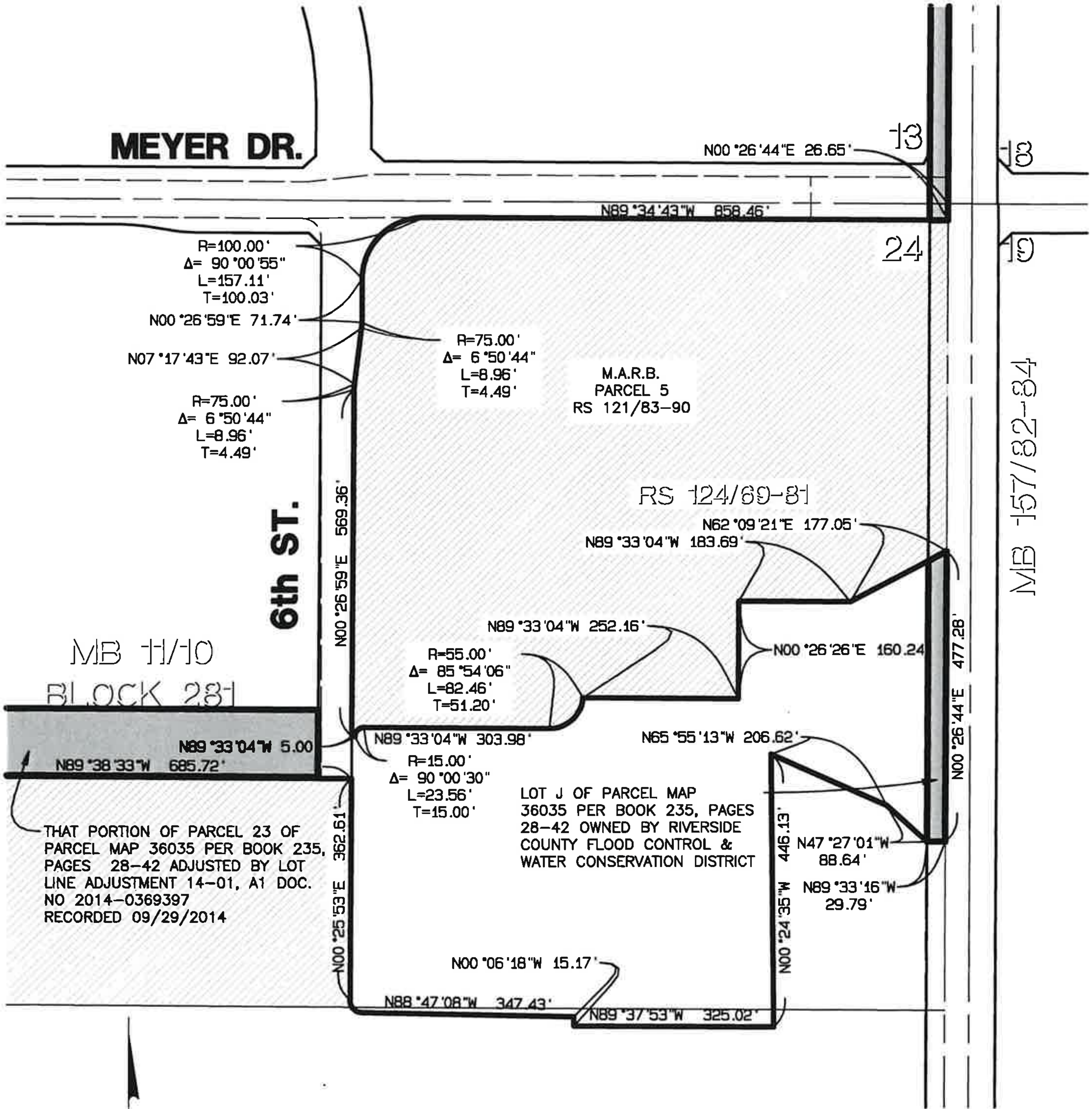

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EXHIBIT B

LEGAL DESCRIPTION OF MEDICAL OFFICE PARCELS

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCELS 7 AND 9 OF PARCEL MAP NO. 36035, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 235, PAGES 28 THROUGH 42, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APNs: 297-250-008 & 297-260-004

EXHIBIT C

LEGAL DESCRIPTION OF HOSPITAL PARCELS

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCELS 8 AND 10 OF PARCEL MAP NO. 36035, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 235, PAGES 28 THROUGH 42, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN's 297-250-009 & 297-260-005

EXHIBIT D

LEGAL DESCRIPTION OF BULK SALE PARCELS

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCELS 1 THROUGH 6, PARCELS 11 THROUGH 22, PARCELS 24 THROUGH 36, AND LOTS "N" THROUGH "U", ALL OF PARCEL MAP NO. 36035, AS SHOWN BY MAP ON FILE IN BOOK 235 OF PARCEL MAPS, AT PAGES 28 THROUGH 42, INCLUSIVE, AND PARCEL "A" OF LOT LINE ADJUSTMENT NO. 14-01, A1 RECORDED SEPTEMBER 29, 2014 AS DOCUMENT No. 2014-0369397, OFFICIAL RECORDS, ALL OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF LOT P OF SAID PARCEL MAP 36035, AS DESCRIBED ON EXHIBIT "A" AND DEPICTED ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

EXCEPTING THEREFROM UNDERLYING FEE TITLE TO LOTS "A" THROUGH "M" OF SAID PARCEL MAP NO. 36035, DESIGNATED AS STREETS ON SAID MAP.

EXHIBIT "A"

WESTERN MUNICIPAL WATER DISTRICT

LEGAL DESCRIPTION

A portion of Lot "P" of Parcel Map No. 36035, on file in Book 235 of Parcel Maps at Pages 28 through 42, inclusive thereof, Records of Riverside County, California, lying in the southwest quarter of Section 13, Township 3 South, Range 4 West, San Bernardino Meridian, in the County of Riverside, State of California, said portions being described as follows:

COMMENCING at the northeast corner of said Lot "P", said point also being on the westerly right of way of Riverside Drive (66.00 feet half width) as shown on said Parcel Map No. 36035;

Thence South 00°25'01" West along the easterly line of said Lot "P" and the westerly right of way line of said Riverside Drive, a distance of 10.09 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing South 00°25'01" West along said westerly right of way line, a distance of 59.53 feet;

Thence South 73°47'04" West a distance of 97.54 feet;

Thence North 89°34'59" West, a distance of 85.18 feet, to a point on a line parallel with and distant westerly 178.64 feet, measured at a right angles from said westerly right of way line;

Thence North 00°25'01" East along said parallel line, a distance of 87.45 feet;

Thence South 89°34'59" East, a distance of 178.64 feet to the **TRUE POINT OF BEGINNING**;

EXCEPTING THEREFROM underlying fee title to Lot "A" of said Parcel Map No. 36035, designated as RIVERSIDE DRIVE on said map.

Containing 14,318 square feet, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

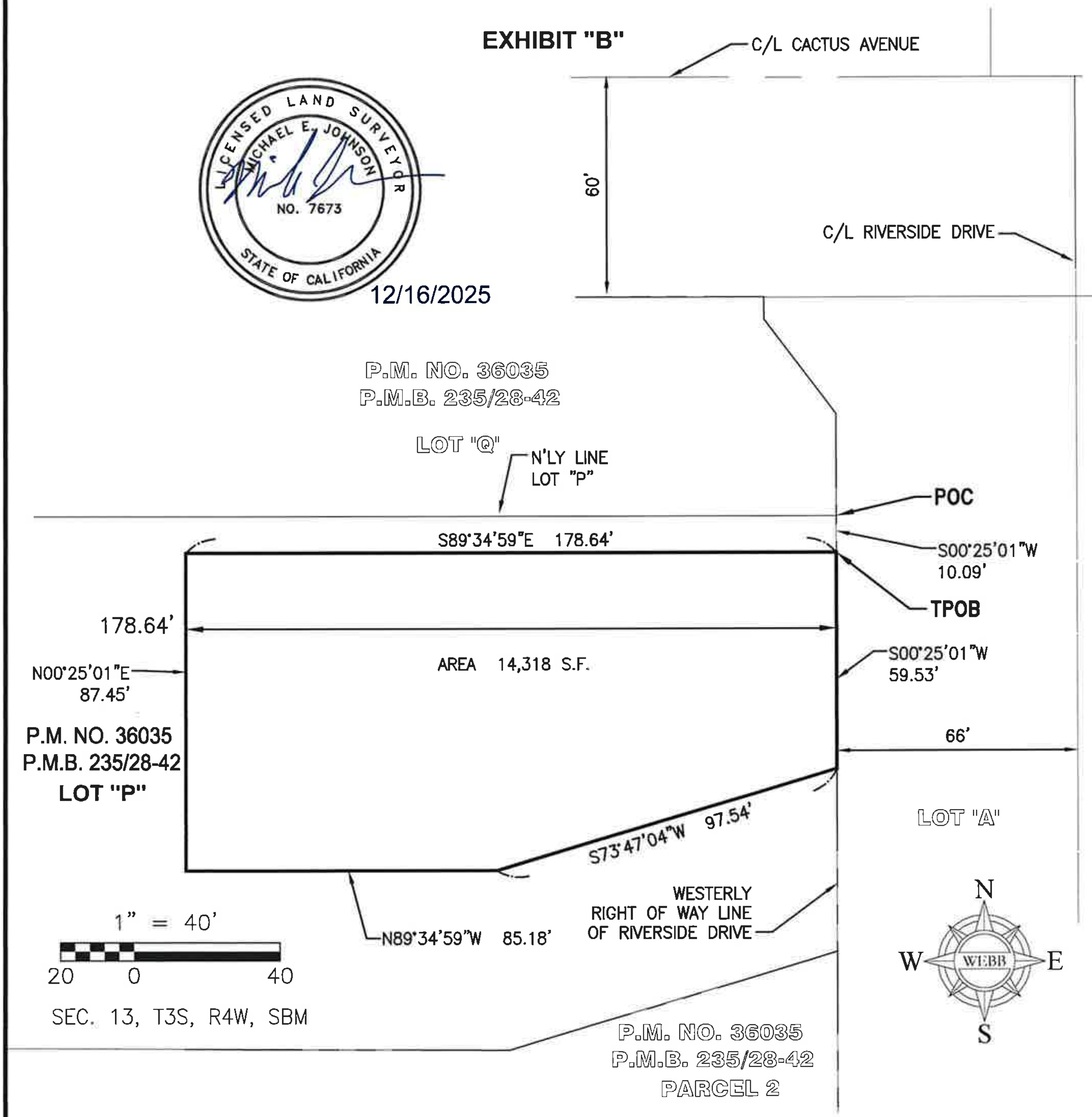
PREPARED UNDER MY SUPERVISION

Michael E. Johnson, L.S. 7673	12/16/2025 Date

Prepared By: MSH
Checked By: MEJ

LICENSED LAND SURVEYOR
MICHAEL E. JOHNSON
NO. 7673
STATE OF CALIFORNIA

LEGAL DESCRIPTION OF BULK SALE PARCELS - *cont'd*
EXHIBIT "B" TO EXHIBIT D



ALBERT A. WEBB ASSOCIATES

RIVERSIDE COUNTY

G:\2016\16-0227\Drawings\Mapping\Legals & Plats\PRV Access Easement\16-0227_PRV Station.dwg 12/16/2025

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O. 16-0227

SCALE: 1"=40'

DRWN BY AL DATE 12/16/25
CHKD BY mj DATE 12/16/25

SUBJECT: GRANT DEED

EXHIBIT E

ESCROW AGENT ACKNOWLEDGMENT

The undersigned executes this form which is attached to the Sixth Amendment to March Lifecare Campus Disposition and Development Agreement ("Sixth Amendment") for the purpose of agreeing to the provisions of Section 4 of the Sixth Amendment, and hereby establishes ________________ as the escrow number assigned to the Hospital Parcels Transaction escrow and ________________ as the escrow number assigned to the Bulk Sale Parcels Transaction escrow.

ESCROW AGENT:

COMMONWEALTH LAND TITLE COMPANY

By: ____________________
Name: ____________________
Title: ____________________
Date: ____________________

EXHIBIT F

FORM OF HOSPITAL PARCELS GRANT DEED

[On Next Page]

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL DEED AND
TAX STATEMENTS TO:

March1 LLC
9731 Janice Circle
Villa Park, CA 92861
Attn: Stephen J. Tomassi

APNs: ____________________

SPACE ABOVE THIS LINE
FOR RECORDER'S USE

GRANT DEED

FOR VALUE RECEIVED, THE MARCH JOINT POWERS AUTHORITY, a joint powers authority established under the laws of the State of California ("**Grantor**"), grants to MARCH1 LLC, a California limited liability company ("**Grantee**"), all that certain real property (the "**Property**") situated in the County of Riverside, State of California, more particularly described on Attachment No. 1 attached hereto and by this reference incorporated herein, subject to the existing easements, restrictions and covenants of record and the following:

THE PROPERTY IS CONVEYED TO GRANTEE WITHOUT WARRANTY OR COVENANT OF ANY KIND, EXCEPT THOSE IMPLIED COVENANTS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1113.

1. **<u>The DDA</u>**. This Grant Deed is given pursuant to: (1) that certain March Lifecare Campus Disposition and Development Agreement between March Healthcare Development, LLC, a California limited liability company ("**MHD**") and the March Joint Powers Redevelopment Agency ("**Agency**") dated April 7, 2010 ("**Original Agreement**"), as amended by that certain "First Amendment to March Lifecare Campus Disposition and Development Agreement" dated March 7, 2012 ("**First Amendment**"), that certain "Second Amendment to March Lifecare Campus Disposition and Development Agreement" dated September 29, 2018 ("**Second Amendment**"), that certain "Third Amendment to the March Lifecare Campus Disposition and Development Agreement" dated January 26, 2022 ("**Third Amendment**"), that certain "Fourth Amendment to March LifeCare Campus Disposition and Development Agreement" dated as of May 2, 2023 ("**Fourth Amendment**"), that certain "Fifth Amendment to March LifeCare Campus Disposition and Development Agreement" dated as of March 6, 2024 ("**Fifth Amendment**"), and that certain "Sixth Amendment to March LifeCare Campus Disposition and Development Agreement" dated as of ______________, 2025 ("**Sixth Amendment**") (the Original Agreement together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment are collectively referred to herein as the "**DDA**"). All capitalized terms not defined herein shall have the meanings set forth in the DDA. All references to Grantee shall apply to Grantee, and its successors and assigns, including, without limitation, the End User.

2. **Nondiscrimination Covenants**. Grantee herein covenants by and for itself, its successors and assigns (including the End User), that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.

(a) **In deeds:** The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.

(b) **In leases:** The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.

(c) **In contracts:** There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

3. Additional Purchase Price. Grantor shall be entitled to receive twenty-five (25%) of all Net Project Revenues in excess of Ninety-Five Million Dollars ($95,000,000) (the "**Additional Purchase Price**"); provided however, in the event that the Agency Note is paid in full prior to August 5, 2027, then the Grantor shall not be entitled to receive an Additional Purchase Price. Further details regarding the Additional Purchase Price are found in Section 4.03 of the DDA as amended by that certain "Letter Agreement regarding Notice of Enforced Delay and Revised Dates of Performance – March LifeCare Campus Disposition and Development Agreement ("DDA")" between Grantor and Grantee, dated July 27, 2017.

4. Grantee Precautions After Each Closing. With respect to the Horizontal Improvements as to the Grantee, and with respect to the Vertical Improvements as to the Third Party Developer(s)/End User(s), Grantee or the Third Party Developer(s)/End User(s), as applicable, shall take all necessary precautions to prevent the release into the environment of any Hazardous Substances which are located in, on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Substances. In addition, each Third Party Developer(s)/End User(s) shall install and utilize such equipment and implement and adhere to such legally required or commercially reasonable procedures for the disclosure, storage, use, removal and disposal of any Hazardous Substances. This obligation shall survive the recordation of this Grant Deed and the subsequent recordation of a grant deed from Grantee.

5. Indemnity. Grantee and its successors and assigns shall indemnify, defend and hold the Grantor and the Authority and their elected officials, employees, officers, volunteers, representatives, consultants, attorneys and agents harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees) (collectively, the **"Environmental Liabilities"**), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Substances on, under, in or about, or the transportation of any such Hazardous Substances to or from, the Property, and (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Substances on, under, in or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. Upon written request of Grantee, the Grantor shall cooperate with and assist the Grantee in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that the Grantor shall not be obligated to incur any expense in connection with such cooperation or assistance. This indemnity shall survive the termination, expiration, invalidation, or performance in full or in part of this Agreement.

6. **Scope of Development**. The Property shall be developed in accordance with the Entitlements and generally consistent with the Scope of Development.

7. **Assessed Value**. The Grantee shall not appeal the assessed value of the Property and Improvements after Completion so as to achieve an assessed value less than the assessed value which is the greater of the assessed value imposed in (i) the fiscal year of Completion, or (ii) the fiscal year following the fiscal year in which Completion occurred.

8. **Antidiscrimination During Construction**. The Grantee, for itself and its successors and assigns, agrees that in the construction of the Improvements, the Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

9. **Security Financing; Rights of Holders.**

(a) Holder Not Obligated to Construct Improvements. No Mortgagee shall be obligated by the provisions of the DDA and/or this Grant Deed to construct or complete the Improvements or to guarantee such construction or completion. Nothing in the DDA and/or this Grant Deed shall be deemed to construe, permit or authorize any such holder to devote the Property to any uses or to construct any Improvements thereon other than those uses or improvements provided for or authorized by the DDA and/or this Grant Deed.

(b) Failure of Holder to Complete Improvements. In any case where, thirty (30) days after Default by the Grantee under the DDA, or after default by a Third Party Developer(s)/End User(s) under an Acquisition and Development Agreement, the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the Property, or any portion thereof, has not cured such Default, or if it has commenced cure, has not proceeded diligently therewith, the Grantor may purchase the mortgage, deed of trust or other security interest by payment to the holder of the amount of the unpaid debt, plus any accrued and unpaid interest. If the ownership of the Property has vested in the holder, the Grantor, if it so desires, shall be entitled to a conveyance of the Property from the holder to the Grantor upon payment to the holder of an amount equal to the sum of the following:

(i) The unpaid mortgage, deed of trust or other security interest debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(ii) All expenses with respect to foreclosure;

(iii) The net expenses, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Property;

(iv) The costs of any authorized improvements made by such holder; and

(v) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Grantor.

(c) Right of Grantor to Cure Mortgage, Deed of Trust or Other Security Interest Default. In the event of a default or breach by the Grantee of a mortgage, deed of trust or other security interest with respect to the Property prior to the completion of development or transfer of the Property to a Third Party Developer(s)/End User(s), and the holder has not exercised its option to complete the development, the Grantor shall be entitled to reimbursement from the Grantee of all costs and expenses incurred by the Grantor in curing the default. The Grantor shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other security interests executed for the sole purpose of obtaining funds to purchase and develop the Property as authorized herein.

10. **Release of Construction Covenants.** Promptly after completion of Improvements for the Property in conformity with the DDA and the Acquisition and Development Agreement, the Grantor shall deliver to the Grantee and the Third Party Developer(s)/End User(s), a Release of Construction Covenants executed and acknowledged by the Grantor with respect to the Improvements on the Property (**"Release"**). The Grantor shall not unreasonably withhold such Release. The Release shall be a conclusive determination of satisfactory completion of the Improvements with respect to the Property, and the Release shall so state. Following the issuance of a Release, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Improvements shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under the DDA or the Acquisition and Development Agreement with respect to the construction of the Improvements; however, any such party shall be subject to those continuing covenants described herein and in the DDA and the Acquisition and Development Agreement.

If the Grantor refuses or fails to furnish the Release in accordance with the preceding paragraph, and after written request from the Grantee and/or the Third Party Developer(s)/End User(s), the Grantor shall, within fifteen (15) days after receipt of such written request therefor, provide the Grantee and/or the Third Party Developer(s)/End User(s), with a written statement of the reasons the Grantor refused or failed to furnish the Release. The statement shall also contain the Grantor's opinion of the actions the Grantee and/or the Third Party Developer(s)/End User(s), must take or cause to be taken to obtain the Release. The Release shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee and/or the Third Party Developer(s)/End User(s), to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Improvements, or any part thereof. The Release is not a notice of completion as referred to in Section 3093 of the California Civil Code.

11. **Grantee's Indemnity.** The Grantee shall defend, indemnify, assume all responsibility for, and hold the Grantor and the Authority, and their elected officials, volunteers, officers, employees, consultants, attorney and agents, harmless from all claims, demands, damages, defense costs or liability for any damages to property or injuries to persons, including accidental death (including reasonable attorneys fees and costs), which may be caused by any acts or omissions of the Grantee, as applicable, under the Grant Deed and/or with respect to the development, ownership and/or operation of the Property by the Grantee(s), whether such activities or performance thereof be by the Grantee or by anyone directly or indirectly employed or contracted with by either of the same, and whether such damage shall accrue or be discovered before or after termination or expiration of this Agreement. Notwithstanding the foregoing, the Grantee shall be liable for property damage or bodily injury to the extent caused by the sole negligence or willful misconduct of the Grantor or the Authority or their respective officers, agents or employees.

12. Uses. The Grantee agrees to devote the Property to the Permitted Uses during the Term of the DDA; provided, however, that such requirement shall not limit Grantee's, or its successors' and assigns' right to request a variance to, or amendment of the Entitlements.

13. **Limitation on Conveyance to Tax Exempt Entity.** The Grantee agrees for itself, and shall incorporate a covenant in any grant deed subsequently conveying the Property, or any portion thereof, that, unless otherwise approved by the Grantor acting in its sole and absolute discretion, at such time as the Gross Building Area of Completed or Proposed Vertical Improvements that are exempt in whole or in part from secured and/or unsecured property taxes (**"Exempt Parcels"**) exceeds twenty percent (20%) of the Gross Building Area of all Completed or Proposed Vertical Improvements, then, thereafter the Grantee, the Third Party Developer(s)/End User(s) and their respective successors and assigns shall refrain, in perpetuity, from seeking, or otherwise taking advantage of any exemption from the payment, in whole or in part, of secured and/or unsecured property taxes on the Property and/or Improvements; provided that, in the event that the Property and/or Improvements nonetheless become exempt, in whole or in part, from secured and/or unsecured property taxation then, in such event, the Grantee or the Third Party Developer(s)/End User(s), as applicable, shall cause to be paid to the Grantor, pursuant to a mutually agreeable and recorded agreement, including provisions securing payment, in-lieu property taxes equal to the Gross Property Tax Increment that the Grantor would have received had the Property been subject to the payment of property taxes; provided, however in no event shall the Gross Building Area of the Exempt Property exceed thirty three (33%) percent of the Gross Building Area of the Completed or Proposed Vertical Improvements; provided further that during such time as the Gross Building Area of the Exempt Property exceeds twenty (20%) percent of the Gross Building Area of the Completed or Proposed Vertical Improvements, the interest on the Agency Note shall toll. Notwithstanding the foregoing, the Exempt Property may not exceed twenty (20%) percent of the Gross Building Area of the Completed or Proposed Vertical Improvements for a period of longer than three (3) years. The obligations of the Grantee, Third Party Developer(s)/End User(s), and their respective successors and assigns are hereinafter referred to as the **"Exempt Property Covenant."** Without limiting the effect of the foregoing, the Grantor agrees that nothing contained in the foregoing restriction shall apply to the conveyance of dedication of any portion of the Property to any governmental agency in connection with the granting of easements or permits to facilitate and as a condition of the construction of the Improvements.

14. **Effect and Duration of Covenants.**

(a) **Duration.** The covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Grant Deed shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof.

(b) **Grantor as Beneficiary.** The Grantor is deemed the beneficiary of the covenants set forth in this Grant Deed and of the covenants running with the land for and in its own rights and for the purposes of protecting the interests of the community and other Parties, public or private, in whose favor and for whose benefit the Grant Deed and the covenants running with the land have been provided. The Grant Deed and the covenants shall run in favor of the Grantor without regard to whether the Grantor has been, remains or is an owner of any land or interest therein in the Property, or in the Redevelopment Project Area, as described in the Redevelopment Plan. The Grantor shall have the right, if this Grant Deed or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Grant Deed and the covenants may be entitled.

15. Grantor Right of Reentry. The Grantor has the right, at its election, to reenter and take possession of the Property, with all improvements thereon, and terminate and revest in the Grantor the estate conveyed to the Grantee and its successors and assigns, if, after the recordation of this Grant Deed but prior to the recordation of the Release, the Grantee or its successors and assigns shall:

(a) fail to start the construction of the Acquisition Parcels' Horizontal Improvements as required by the DDA for a period of thirty (30) days after written Notice thereof from the Grantor; or

(b) abandon or substantially suspend construction of the Acquisition Parcels' Horizontal Improvements required by the DDA for a period of thirty (30) days after written Notice thereof from the Grantor; or

(c) contrary to the provisions of Article 10 of the DDA, Transfer or suffer any involuntary Transfer in violation of the DDA.

Such right to reenter, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit:

(i) Any mortgage or deed of trust permitted by the DDA; or

(ii) Any rights or interests provided in the DDA for the protection of the holders of such mortgages or deeds of trust.

16. Conflict. In the event of any conflict or inconsistency between the this Grant Deed and the terms of conveyance under the Sixth Amendment of the Hospital Parcels or the Bulk Sale Parcels (as applicable), then this Grant Deed shall govern.

(Signatures on next page)

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of this day of _____________, 202__.

GRANTOR:

MARCH JOINT POWERS AUTHORITY

By:_________________________________

Name:_______________________________

Its:_________________________________

[Seal]

ATTEST:

____
Authority Secretary

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER, LLP

By:__________________________________
Agency Counsel

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of this day of _______________, 202__.

GRANTEE:

MARCH1 LLC, a California limited liability company

By:_________________________________

Name:_________________________________

Its:_________________________________

This Notary Acknowledgement is attached to a document entitled ***Grant Deed***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ______________)

On ______________________ before me, ____
(insert name and title of the officer)
personally appeared ____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(is), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature____________________________ **(Seal)**

This Notary Acknowledgement is attached to a document entitled ***Grant Deed***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ______________)

On ______________________ before me, ____
(insert name and title of the officer)
personally appeared ____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ides), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature____________________________ **(Seal)**

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCELS 8 AND 10 OF PARCEL MAP NO. 36035, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 235, PAGES 28 THROUGH 42, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APNs 297-250-009 and 297-260-005

EXCEPTING THEREFROM UNDERLYING FEE TITLE TO LOTS "A" THROUGH "M" OF SAID PARCEL MAP NO. 36035, DESIGNATED AS STREETS ON SAID MAP.

EXHIBIT G

FORM OF BULK SALE PARCELS GRANT DEED

[on next page]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL DEED
AND TAX STATEMENTS TO:

____
____
____
____

APN: [...]

Above Space for Recorder's Use Only

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $____________ CITY TAX is $____________
☐ computed on full value of property conveyed, or
☐ computed on full value of items or encumbrances remaining at time of sale,
☐ Unincorporated area of the county of Riverside ☐ City of ______________, and

FOR A FULL VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
MARCH JOINT POWERS AUTHORITY, a California joint powers authority

hereby GRANT(s) to
MARCH1 LLC, a California limited liability company

the following described real property in the County of Riverside, State of California: See **Attachment 1** attached hereto (the "Property").

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

1. All non-delinquent real property taxes and unpaid general and special assessments against the Property; and
2. All covenants, conditions, restrictions and other matters of record, and all matters that are apparent by an accurate survey of the Property.

[Signature(s) appear on following page]

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of this day of ______________, 202__.

GRANTOR:

MARCH JOINT POWERS AUTHORITY

By:_________________________________

Name:_______________________________

Its:_________________________________

[Seal]

ATTEST:

____
Authority Secretary

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER, LLP

By:_______________________________
Agency Counsel

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of this day of _______________, 202__.

GRANTEE:

MARCH1 LLC, a California limited liability company

By:_________________________________

Name:_________________________________

Its:_________________________________

This Notary Acknowledgement is attached to a document entitled ***Grant Deed***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _______________)

On _______________________ before me, ____
(insert name and title of the officer)
personally appeared ____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(is), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____________________________ **(Seal)**

This Notary Acknowledgement is attached to a document entitled ***Grant Deed***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ______________)

On ______________________ before me, ____________________________________
(insert name and title of the officer)
personally appeared ____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ides), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature____________________________ **(Seal)**

Attachment 1

LEGAL DESCRIPTION

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCELS 1 THROUGH 6, PARCELS 11 THROUGH 22, PARCELS 24 THROUGH 36, AND LOTS "N" THROUGH "U", ALL OF PARCEL MAP NO. 36035, AS SHOWN BY MAP ON FILE IN BOOK 235 OF PARCEL MAPS, AT PAGES 28 THROUGH 42, INCLUSIVE, AND PARCEL "A" OF LOT LINE ADJUSTMENT NO. 14-01, A1 RECORDED SEPTEMBER 29, 2014 AS DOCUMENT No. 2014-0369397, OFFICIAL RECORDS, ALL OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF LOT P OF SAID PARCEL MAP 36035, AS DESCRIBED ON EXHIBIT "A" AND DEPICTED ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

EXCEPTING THEREFROM UNDERLYING FEE TITLE TO LOTS "A" THROUGH "M" OF SAID PARCEL MAP NO. 36035, DESIGNATED AS STREETS ON SAID MAP.

EXHIBIT "A"

WESTERN MUNICIPAL WATER DISTRICT

LEGAL DESCRIPTION

A portion of Lot "P" of Parcel Map No. 36035, on file in Book 235 of Parcel Maps at Pages 28 through 42, inclusive thereof, Records of Riverside County, California, lying in the southwest quarter of Section 13, Township 3 South, Range 4 West, San Bernardino Meridian, in the County of Riverside, State of California, said portions being described as follows:

COMMENCING at the northeast corner of said Lot "P", said point also being on the westerly right of way of Riverside Drive (66.00 feet half width) as shown on said Parcel Map No. 36035;

Thence South 00°25'01" West along the easterly line of said Lot "P" and the westerly right of way line of said Riverside Drive, a distance of 10.09 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing South 00°25'01" West along said westerly right of way line, a distance of 59.53 feet;

Thence South 73°47'04" West a distance of 97.54 feet;

Thence North 89°34'59" West, a distance of 85.18 feet, to a point on a line parallel with and distant westerly 178.64 feet, measured at a right angles from said westerly right of way line;

Thence North 00°25'01" East along said parallel line, a distance of 87.45 feet;

Thence South 89°34'59" East, a distance of 178.64 feet to the **TRUE POINT OF BEGINNING**;

EXCEPTING THEREFROM underlying fee title to Lot "A" of said Parcel Map No. 36035, designated as RIVERSIDE DRIVE on said map.

Containing 14,318 square feet, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

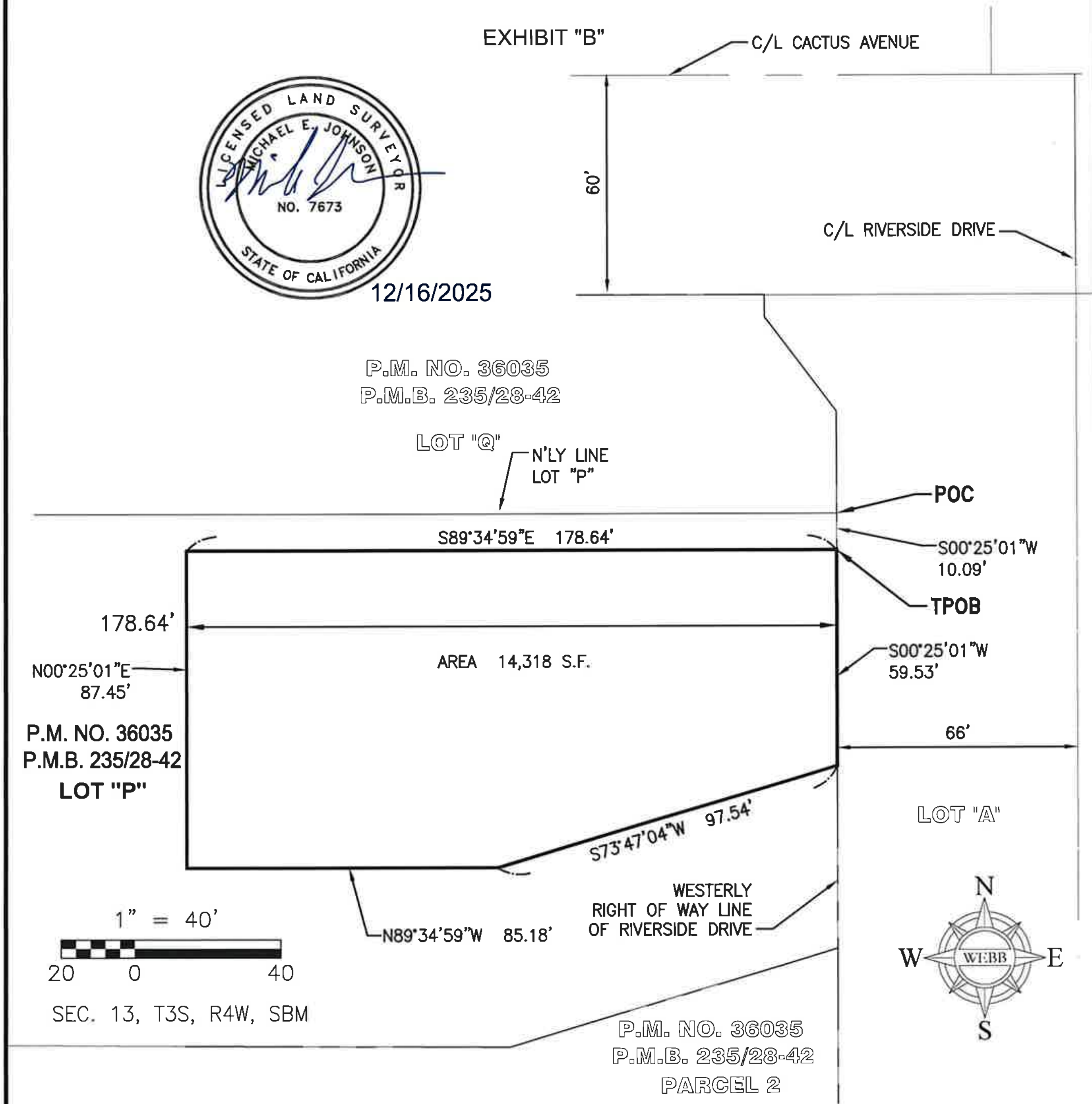
PREPARED UNDER MY SUPERVISION

Michael E. Johnson, L.S. 7673 — 12/16/2025 Date

LICENSED LAND SURVEYOR
MICHAEL E. JOHNSON
NO. 7673
STATE OF CALIFORNIA

Prepared By: MSH
Checked By: MEJ

LEGAL DESCRIPTION - *cont'd*
EXHIBIT "B" TO ATTACHMENT 1



ALBERT A. WEBB ASSOCIATES

RIVERSIDE COUNTY

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.	SHEET 1 OF 1	W.O. 16-0227

SCALE: 1"=40'	DRWN BY AL CHKD BY mf	DATE 12/16/25 DATE 12/16/25	SUBJECT: GRANT DEED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ____________) SS

On _____________________, 202_, before me, ________________________________, Notary Public, personally appeared __________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his/her/their authorized capacities, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

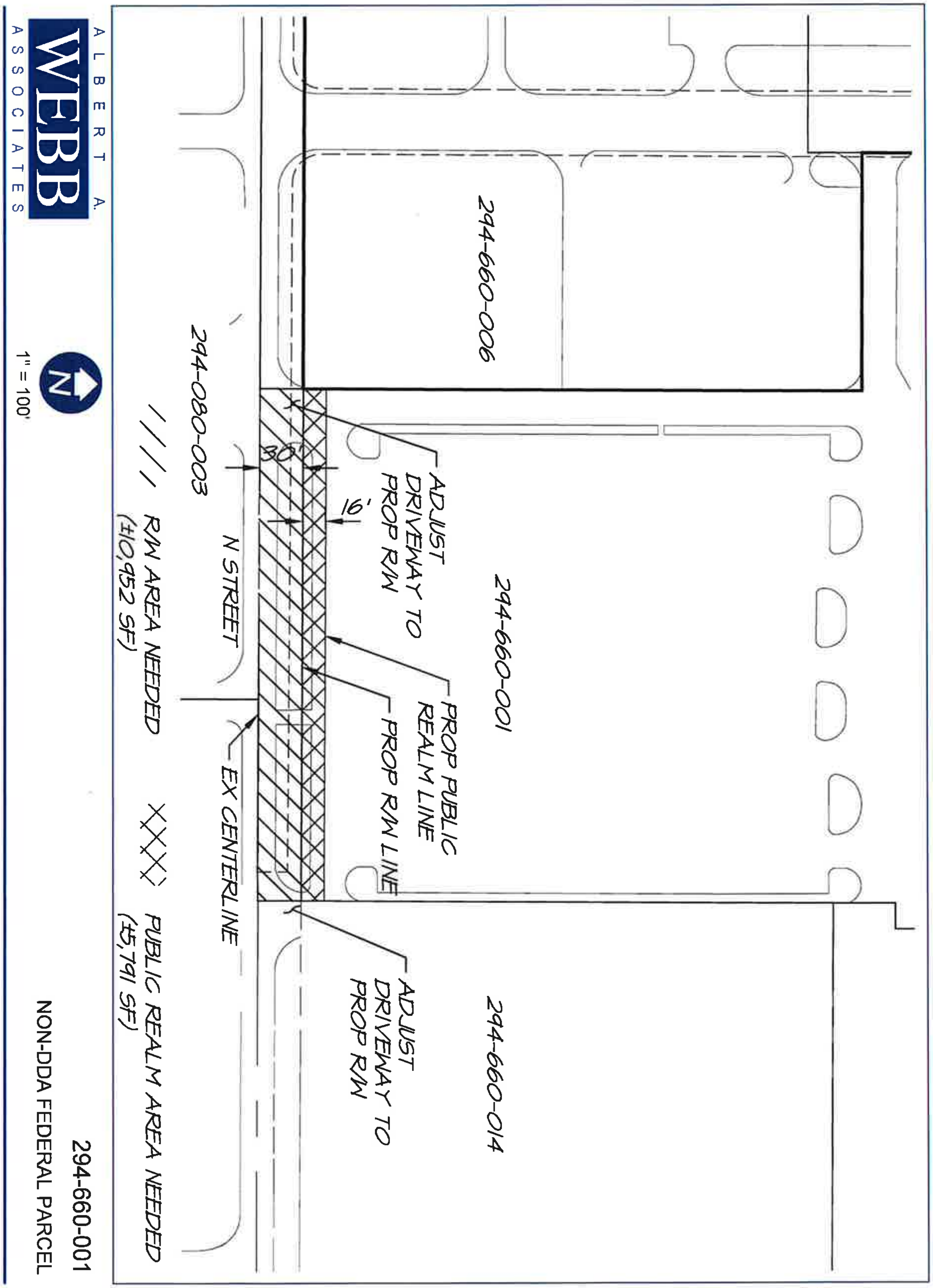
WITNESS my hand and official seal.

____
Signature, a Notary Public

My commission expires on _____________________

(Official Seal)

EXHIBIT H
DEPICATION OF THIRD PARTY PROPERTY OWNED EASEMENTS AND RIGHTS-OF-WAY



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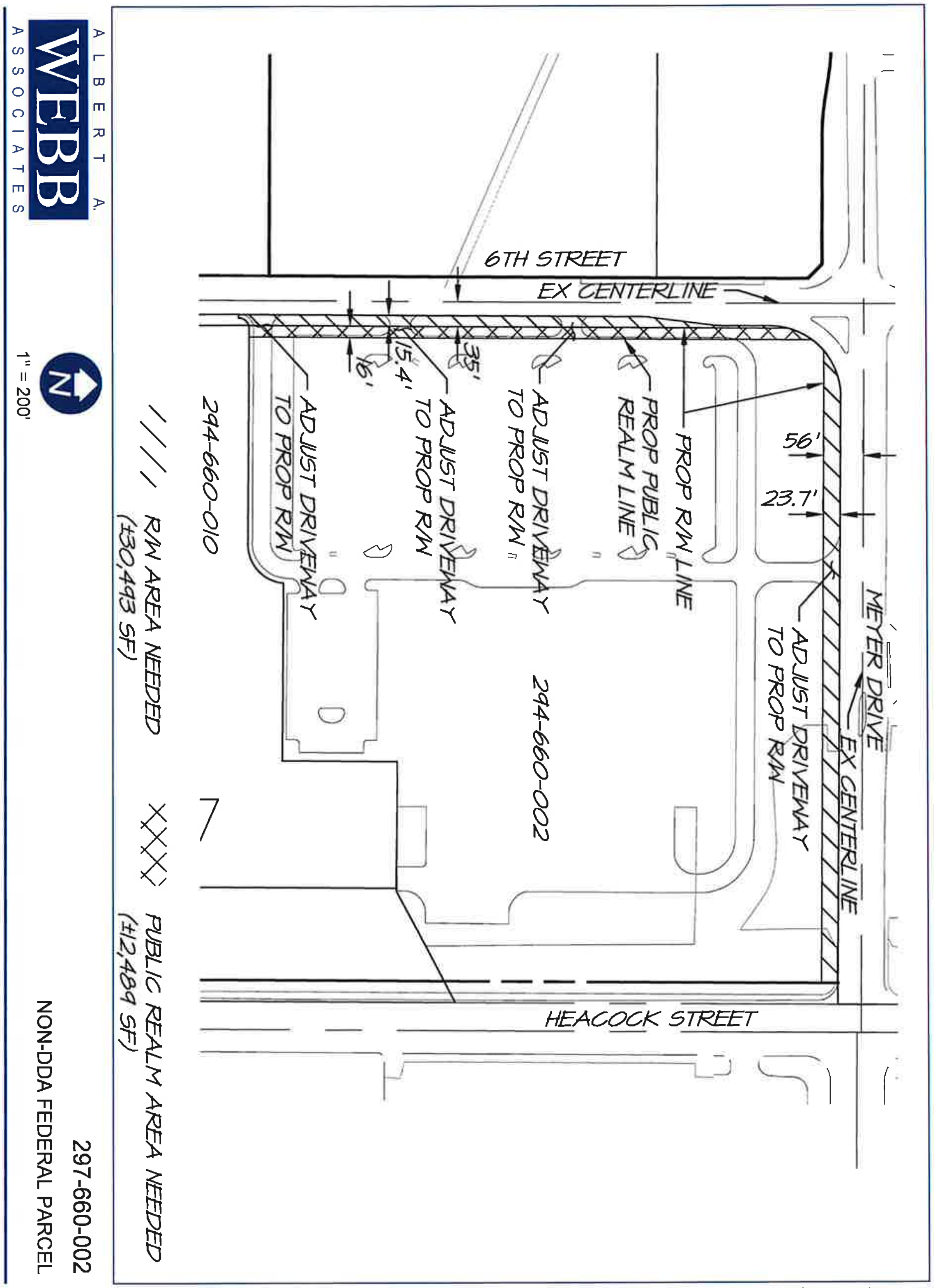

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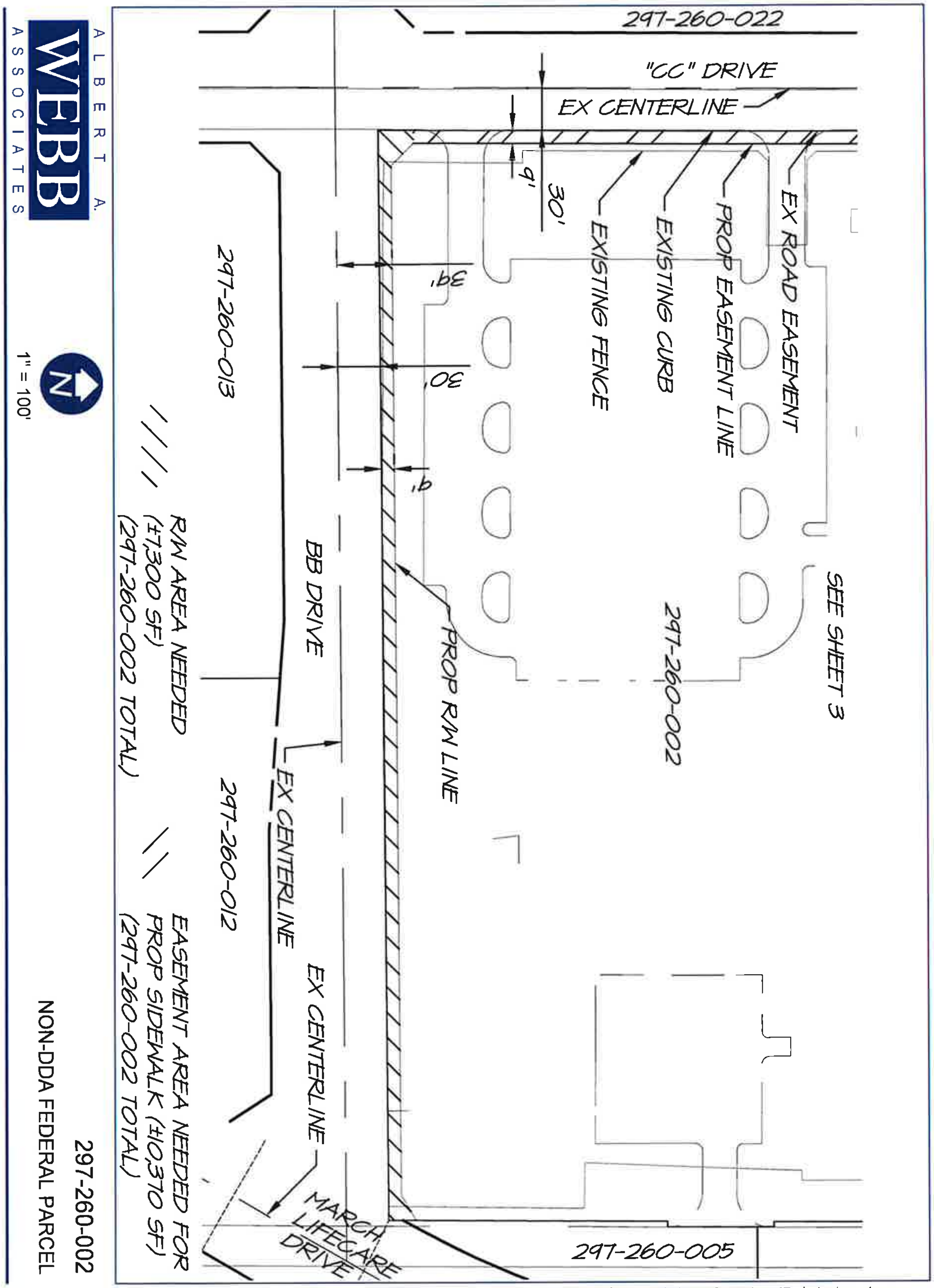

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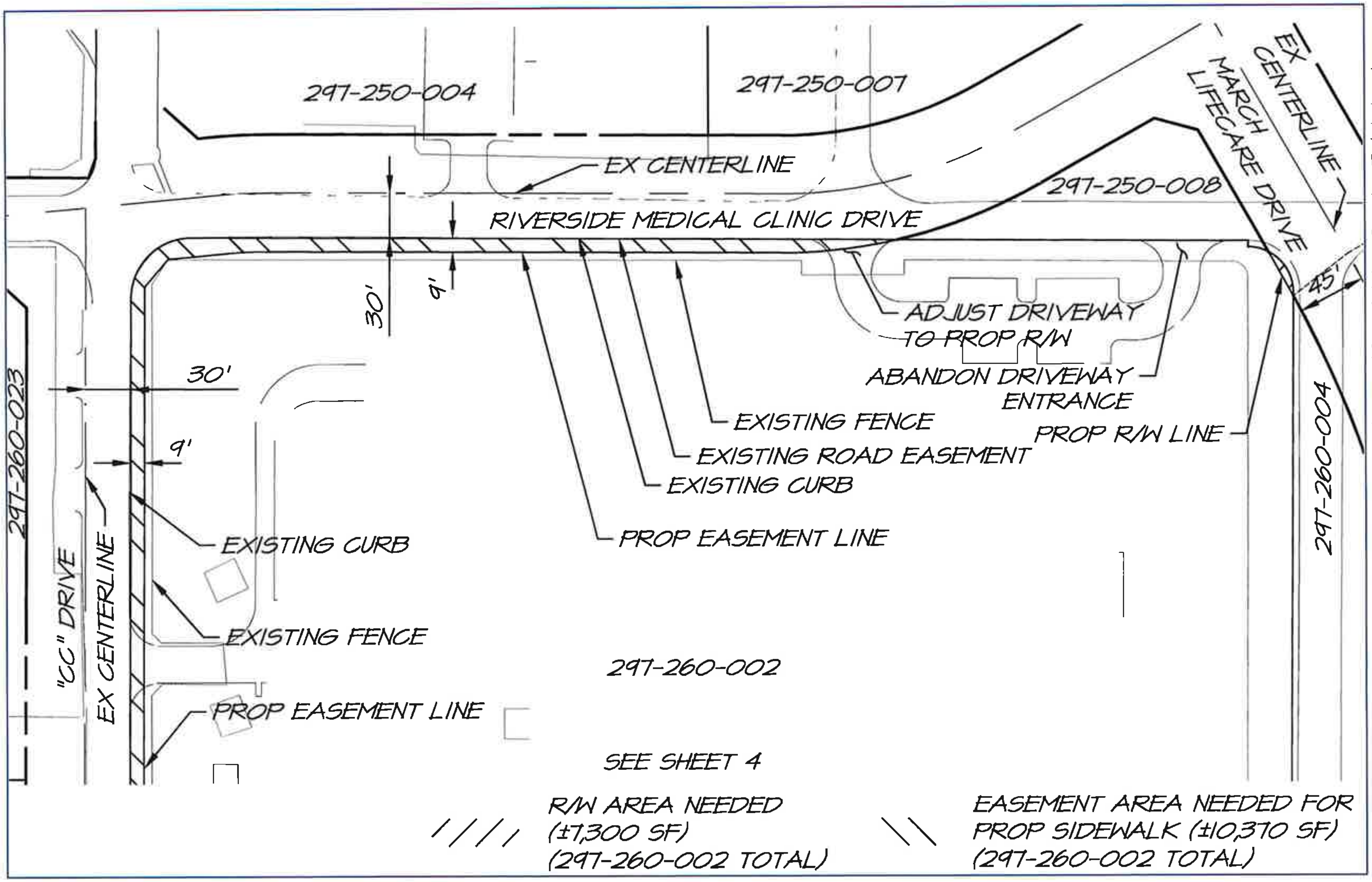

ALBERT A. WEBB ASSOCIATES

N

1" = 100'

297-260-002

NON-DDA FEDERAL PARCEL

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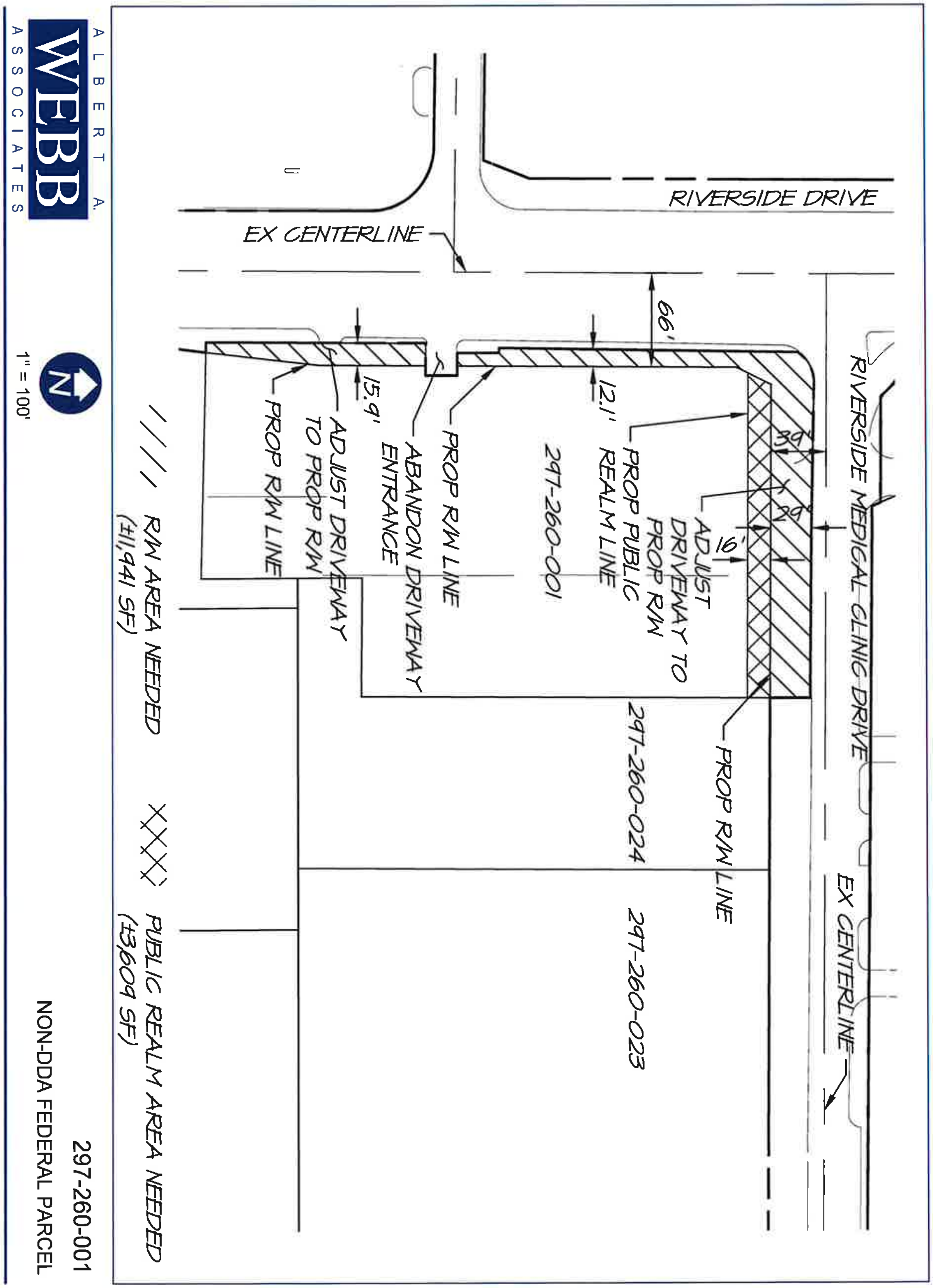

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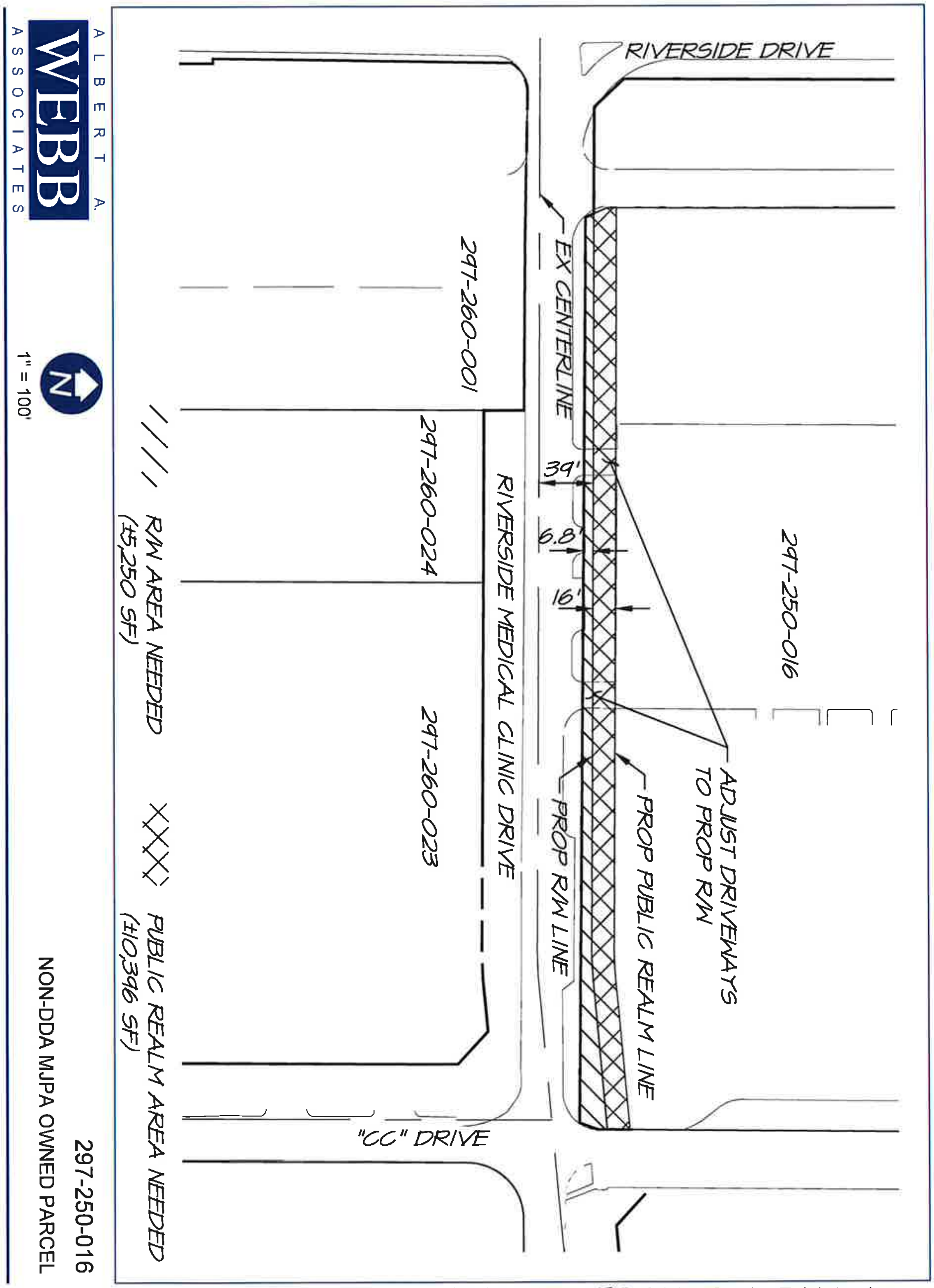
EXHIBIT I
AUTHORITY PROPERTY OWNED EASEMENTS AND RIGHTS-OF-WAY



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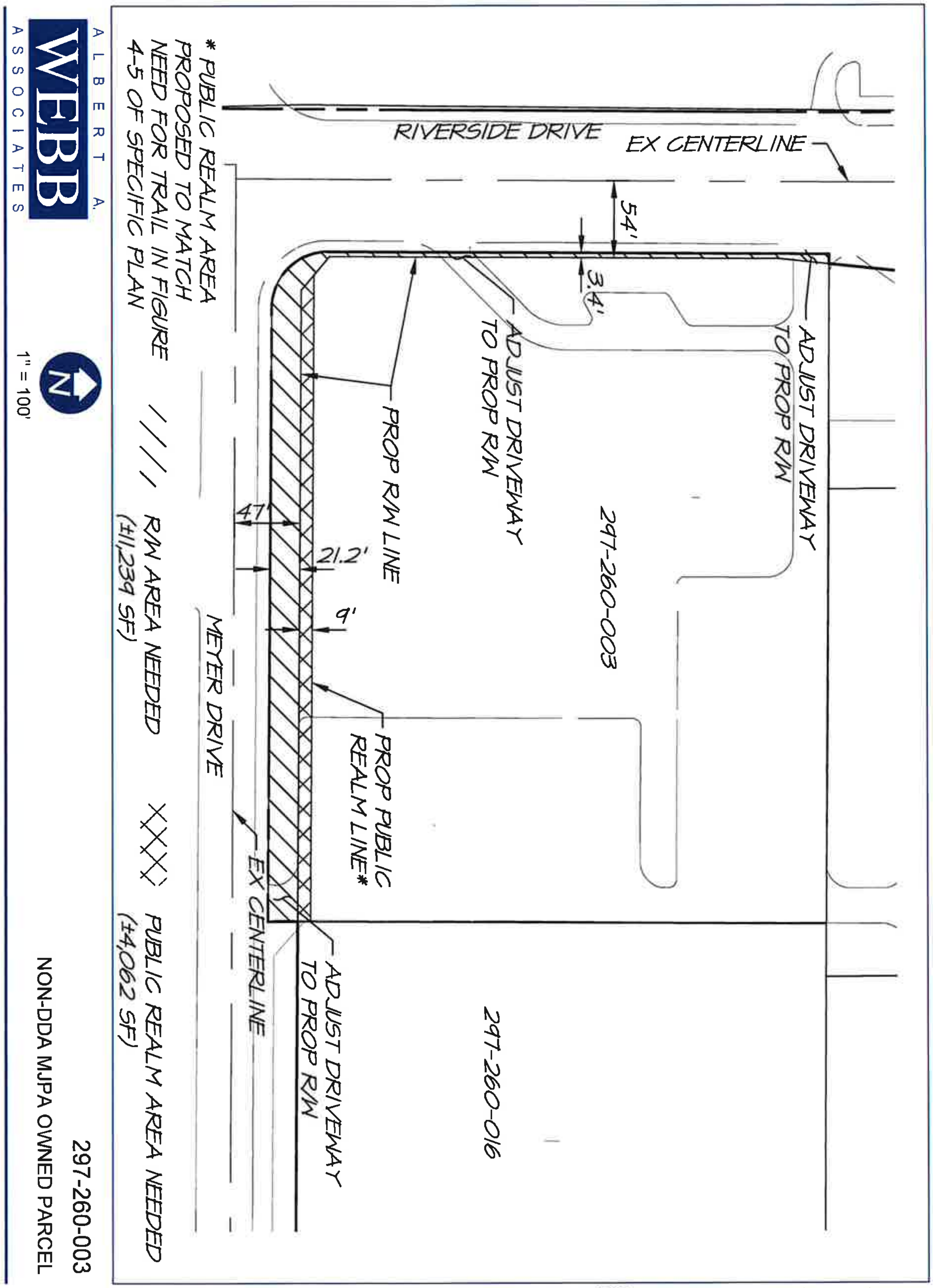

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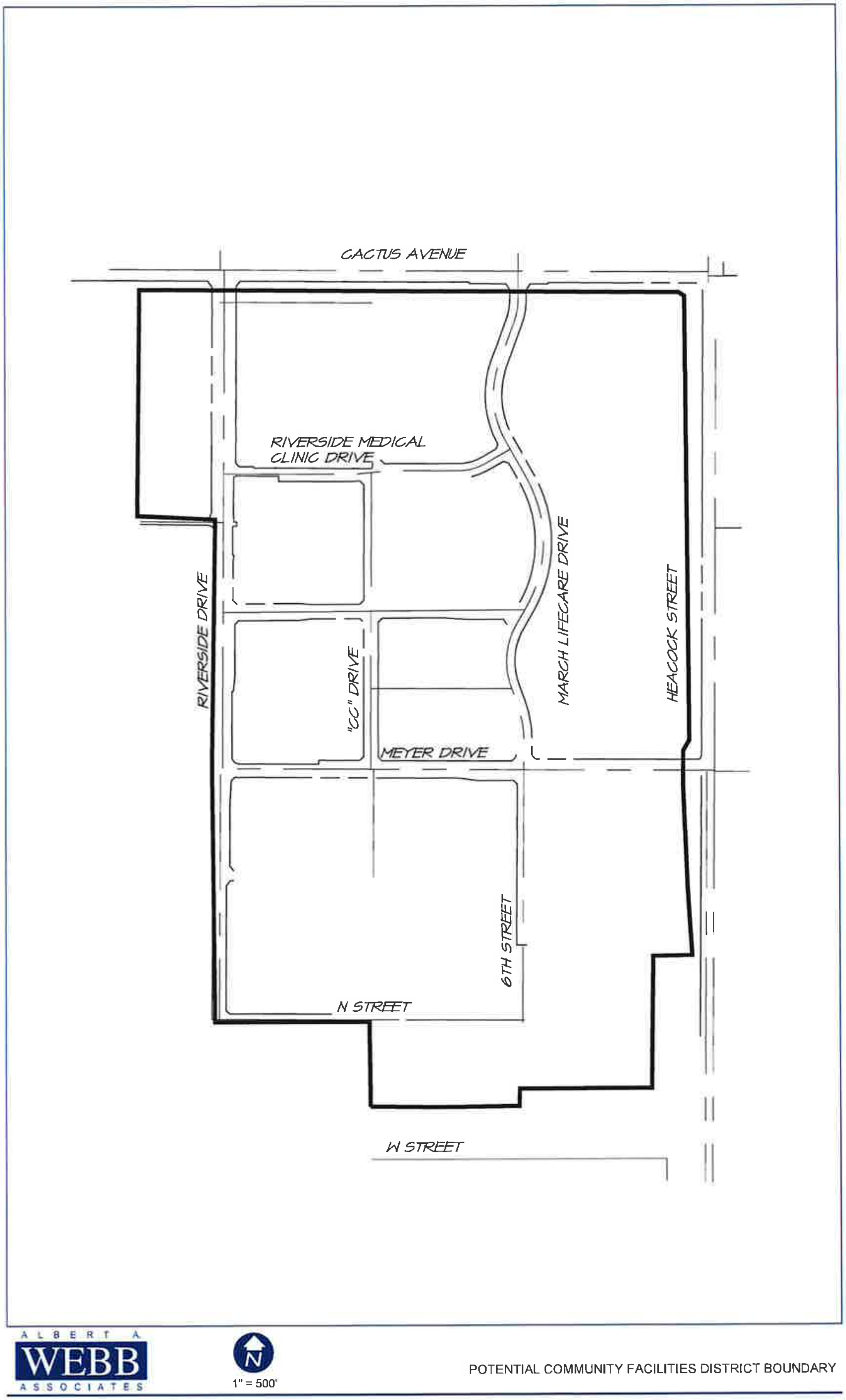
EXHIBIT J
DEPICTION OF CFD AREA



POTENTIAL COMMUNITY FACILITIES DISTRICT BOUNDARY